

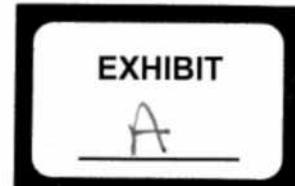
## Exhibit A

B 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor: <b>MOTORS LIQUIDATION COMPANY F/K/A GENERAL MOTORS CORPORATION</b>	Case Number: <b>09-50026 (REG)</b>	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>Flowserve Corporation f/k/a The Duriron Company</b>	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.	
Name and address where notices should be sent:  <b>Jeffrey G. Hamilton, Jackson Walker L.L.P. 901 Main Street, Suite 6000, Dallas, TX 75202</b>	Court Claim Number: _____ (If known)	
Telephone number: <b>(214) 953-6000</b>	Filed on: _____	
Name and address where payment should be sent (if different from above):  <b>Robert L. Roberts, Jr., Vice President, Global Litigation Counsel Flowserve Corporation, 5215 N. O'Connor Blvd., Suite 2300, Irving, Texas 75039</b>	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number: <b>(972) 443-6537</b>	<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>1,952,731.07</u>	<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.</b>	
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.	Specify the priority of the claim.	
If all or part of your claim is entitled to priority, complete item 5.	<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).	
<input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.	<input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4).	
<b>2. Basis for Claim:</b> <u>Breach of Contract *</u> (See instruction #2 on reverse side.)	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).	
<b>3. Last four digits of any number by which creditor identifies debtor:</b> _____	<input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).	
<b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a on reverse side.)	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).	
<b>4. Secured Claim</b> (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.	<b>4. Secured Claim</b> (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.	
<b>Nature of property or right of setoff:</b> <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____	<b>Nature of property or right of setoff:</b> <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____	
<b>Value of Property:</b> \$ _____ <b>Annual Interest Rate:</b> %	<b>Value of Property:</b> \$ _____ <b>Annual Interest Rate:</b> %	
<b>Amount of arrearage and other charges as of time case filed included in secured claim,</b>		
<b>If any:</b> \$ _____ <b>Basis for perfection:</b> _____	<b>If any:</b> \$ _____ <b>Basis for perfection:</b> _____	
<b>Amount of Secured Claim:</b> \$ _____ <b>Amount Unsecured:</b> \$ _____	<b>Amount of Secured Claim:</b> \$ _____ <b>Amount Unsecured:</b> \$ _____	
<b>6. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
<b>7. Documents:</b> Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)		
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.		
If the documents are not available, please explain: _____		
Date: _____	<b>Signature:</b> The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.	
		FOR COURT USE ONLY

*\*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

\* See attached Exhibit A



**EXHIBIT A**

Flowserve Corporation f/k/a The Duriron Company ("Flowserve") entered into a certain Settlement Agreement ("Settlement Agreement") with General Motors Corporation ("Debtor") dated August 31, 2001. A copy of the Settlement Agreement is attached hereto as Exhibit A-1.

The Valleycrest Landfill Site Group (the "VLSG") is comprised of a group of potentially responsible parties who are potentially responsible under the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CERCLA") for the conditions of the North Sanitary Landfill Superfund Site (the "Site") in Dayton, Ohio. On January 21, 1995, the Ohio Environmental Protection Agency (the "Ohio EPA") issued a Director's Final Findings and Orders with respect to the Site (the "FFO"). The FFO provides for the evaluation and development of a Remedial Investigation and Feasibility Study (the "RIFS") for the Site.

In order to carry out the terms and conditions of the FFO and perform the RIFS, the original VLSG members entered in the (i) Valleycrest Landfill Site Participation Agreement, dated January 12, 1995, as amended by that certain First Amended Valleycrest Landfill Site Participation Agreement, dated May 22, 1998 (the "Original Agreement"), and (ii) the Valleycrest Landfill Site Governmental Entity Participation Agreement, dated on or about January 5, 1999 (the "Second Agreement"), and (iii) the Amendment to Valleycrest Landfill Site Governmental Entity Participation Agreement and the First Amended Valleycrest Landfill Site Participation Agreement, dated on or about May 2000 (the "Master Amendment") (the Original Agreement, the Second Agreement, and the Master Amendment herein are referred to collectively as the "Participation Agreements"). The Participation Agreements are attached hereto as Exhibit A-2.

General Motors Corporation, now known as Motors Liquidation Company ("Debtor") is a member of the VLSG and a party to the Participation Agreements. The Participation Agreements allocated a percentage share of the costs and expenses in developing the RIFS and performing the subsequent remediation to each member of VLSG.

Pursuant to the terms of the Settlement Agreement, Debtor was to assume all liabilities of Flowserve related to the Valleycrest Landfill, including the development of the RIFS and the subsequent remediation. Pursuant to the Participation Agreements and specifically, the Master Amendment, Flowserve's percentage of costs related to the Valleycrest Landfill Site is 3.375%.<sup>1</sup>

Debtor has breached the terms of the Settlement Agreement by failing to pay amounts due under the terms of the Settlement Agreement. Debtor's breach of the Settlement Agreement has caused and will cause damages to Flowserve.

During the term of the Participation Agreement, each of the parties were issued periodic assessments by de maximis, the VLSG Coordinator of the Site work, to cover the costs and expenses (as defined in the Participation Agreement) incurred in connection with complying with the FFO, RIFS and the Participation Agreements. Assessments have been issued to and paid by Flowserve. Specifically, Flowserve has paid \$9,401.00 (invoice dated May 8, 2009), \$10,588.00

---

<sup>1</sup>See Exhibit D to the Master Amendment.

(invoice dated July 22, 2009), and \$10,085.00 (invoice dated October 28, 2009). Copies of these invoices are attached hereto as Exhibit A-3. Pursuant to the Settlement Agreement, these assessments were the responsibility of Debtor. Debtor failed and refused to pay the assessments causing damage to Flowserve in the amount of \$30,074.00.

In addition, the VLSG, pursuant to the FFO, RIFS and the Participation Agreements, is required to complete the FFO, the RIFS and related work. The VLSG has estimated that this work will be completed by February of 2012 at an estimated cost from January 1, 2010 to completion of the work is \$1,032,617.<sup>2</sup> Therefore, Flowserve's share of these costs applying the 3.375% allocation is \$34,850.82. Pursuant to the Settlement Agreement, Flowserve's share of these costs is the responsibility of Debtor.

After completion of the RIFS, FFO, and related work, a remedy will be selected for the Site which will be implemented at the Site. According to the VLSG, the estimated cost of implementing a remedy at the Site will be \$55,935,000 (the "Remediation Cost Estimate").<sup>3</sup> Flowserve's share of the Remediation Cost Estimate applying the 3.375% allocation is \$1,887,806.25. Pursuant to the Settlement Agreement, Flowserve's share of these costs is the responsibility of Debtor.

Accordingly, Flowserve's actual damages for Debtor's breach of contract are \$1,952,731.07 plus interest, costs, and attorneys' fees. The actual damages consist of the following components: (a) \$30,074.00 for assessments paid by Flowserve, (b) \$34,850.82 for Flowserve's allocation of the cost to complete the RIFS; and (c) \$1,887,806.25 for Flowserve's allocation of remediation costs.

Flowserve reserves the right to amend this Proof of Claim if additional information becomes available.

5665013v.1

---

<sup>2</sup> The VLSG has filed a proof of claim for Debtor's share of the Valleycrest related costs. The VLSG's proof of claim contains support for the cost estimates promulgated by the VLSG which is the basis for the cost estimate for completion of the RIFS in Flowserve's proof of claim and is incorporated herein by reference.

<sup>3</sup> The VLSG has filed a proof of claim for Debtor's share of the Valleycrest related costs. The VLSG's proof of claim contains support for the cost estimates promulgated by the VLSG which is the basis for the cost estimate for the Valleycrest remediation in Flowserve's proof of claim and is incorporated herein by reference.

**SETTLEMENT AGREEMENT**

This Agreement is made and entered into on this 31st day of August, 2001, by and among General Motors Corporation ("GM") and Flowserve Corporation (f/k/a The Duriron Company, Inc.) ("FLOWSERVE-DURIRON").

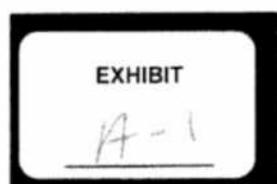
**RECITALS**

WHEREAS, GM and FLOWSERVE-DURIRON have been identified as parties that may have liability under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601, et seq. ("CERCLA"), the Ohio Hazardous Waste Management Act, as amended, ORC §§ 3734 et seq. ("Ohio Superfund"), and other legal authorities in connection with the alleged arrangement for disposal of substances that are or may be regulated by any federal, state or local statute, rule, regulation, or decision of any administrative agency or court, including, without limitation, CERCLA and Ohio Superfund ("Hazardous Substances"), at and from Valleycrest/North Sanitary Landfill Superfund Site in Dayton, Ohio (the "Valleycrest Site"), including any contiguous off-site areas impacted by the Valleycrest Site; and

WHEREAS, GM and other parties, including FLOWSERVE-DURIRON, are currently funding certain response activities required at the Valleycrest Site, where a removal action is underway and a remedial investigation/feasibility study is also ongoing; and

WHEREAS, GM and FLOWSERVE-DURIRON believe that, to the extent provided by this Agreement, it is in their mutual best interests to reach agreement between themselves with regard to certain responsibilities and potential liabilities relating to the Valleycrest Site, as more specifically defined below; and

WHEREAS, GM and FLOWSERVE-DURIRON acknowledge and agree that the terms of this Agreement represent a good-faith settlement and compromise of disputed claims with



respect to the matters addressed herein, negotiated at arms-length, and that this settlement represents a fair, reasonable, and equitable resolution of the matters among the parties hereto.

NOW, THEREFORE, in consideration of the foregoing and the mutual undertakings set forth in this Agreement, and other good and valuable consideration contained herein, the parties hereto represent, warrant, and agree as follows:

**OBLIGATIONS**

1. **Covered Matters.** This Agreement addresses and settles those liabilities and potential liabilities collectively referred to hereinafter as "Covered Matters" and defined as follows:
  - a. All liabilities, remedies, claims, duties, obligations, costs (including any claim for past costs), or penalties that FLOWSERVE-DURIRON and/or GM may or could have with respect to environmental conditions at, emanating from, or related to the Valleycrest Site, as defined herein, and which liabilities, remedies, claims, duties, obligations, costs (including any claim for past costs), or penalties are created under or by CERCLA, Ohio Superfund, the Resource Conservation and Recovery Act; 42 U.S.C. §§ 6901, et seq. ("RCRA"), or any other similar or remedial federal, state, or local statute, rule, or common law.
  - b. Notwithstanding the above, this definition of "Covered Matters" does not include any claims for natural resource damages that may be brought pursuant to statute by a federal natural resources trustee or designee, or their assignees, or any private toxic tort claims relating to the Valleycrest Site.
2. **Definition of Site.** The Valleycrest Site means the former landfill located at 200 Valleycrest Drive in Dayton, Ohio (also known as the North Sanitary Landfill site), being

approximately 100 acres in size in the aggregate, but also including any and all contiguous off-site areas impacted the landfill, as placed on the NPL by EPA.

3. Release of FLOWSERVE-DURIRON. GM and its successors and assigns hereby release and forever discharge FLOWSERVE-DURIRON and its shareholders, officers, directors, employees, agents, successors and assigns, of and from any and all actions, courses of action, suits, sums of money, accounts, reckonings, bills, covenants, controversies, agreements, obligations, liabilities, damages, claims, debts, losses, expenses, or demands which GM ever had, now has, or hereafter can, shall, or may have against FLOWSERVE-DURIRON with respect to Covered Matters, except for rights granted by this Agreement.

4. Indemnification of FLOWSERVE-DURIRON. GM hereby agrees to protect, defend, indemnify, and save harmless FLOWSERVE-DURIRON from and against all Covered Matters and all claims, demands, and actions relating to Covered Matters. GM shall have the right and duty to defend any order, claim, or suit brought against FLOWSERVE-DURIRON for Covered Matters, even if one or more of the allegations of the order, claim, or suit are groundless, false or fraudulent, and GM may make such investigation and settlement of any order, claim, or suit as GM deems expedient. FLOWSERVE-DURIRON hereby acknowledges and certifies that other than as previously disclosed, it knows of no currently pending actions, causes of action, suits, controversies, agreements, obligations, liabilities, damages, claims, debts, losses, expenses, or demands against FLOWSERVE-DURIRON and relating to Covered Matters.

5. Payment by FLOWSERVE-DURIRON. In consideration for the obligations undertaken by GM pursuant to the terms of this Agreement, FLOWSERVE-DURIRON hereby agrees to pay to GM the following amounts subject to and in accordance with the terms and procedures for such payments set forth herein:

a. A cash amount to be paid by FLOWSERVE-DURIRON to GM of Two Hundred and Fifty-Four Thousand Dollars (\$254,000.00) (the "Cash

Amount"). This Cash Amount shall be paid to GM in two equal payments.

The first payment (\$127,000), shall be made on or before October 15, 2001. The second payment (\$127,000), shall be made on or before January 15, 2002. If either payment is made more than fifteen (15) days after its respective due date, simple interest of 0.75% shall be included per month for each month or fraction thereof that said payment is late; and

- b. All payments made by FLOWSERVE-DURIRON to date regarding the Valleycrest Site or litigation concerning Covered Matters shall be credited to GM and become the property of GM. Any recovery related to the FLOWSERVE-DURIRON share of the cost recovery litigation shall be credited to GM and become the property of GM. The prior payments and the proceeds of the cost recovery litigation (the "Credit Amount") may be paid directly to or otherwise held by GM as soon as said funds become available after the effective date of this agreement.
- c. It is the intent of GM and FLOWSERVE-DURIRON that in return for the total of the Cash Amount and the Credit Amount being paid by or on behalf of FLOWSERVE-DURIRON to GM, then GM forever releases, indemnifies, defends, protects, and replaces FLOWSERVE-DURIRON with respect to all Covered Matters for the Valleycrest Site as provided by the terms of this Agreement.

6. GM's Activities. GM will continue, individually or together with other parties, to complete the RI/FS and perform required removal and remedial activities at the Valleycrest Site, as to be determined by GM. If it chooses to do so, GM may notify EPA and the Ohio Environmental Protection Agency ("OEPA") of the existence and effect of this Agreement, and

that FLOWSERVE-DURIRON has paid for and extinguished its potential liabilities associated with the Valleycrest Site.

7. Assignment by FLOWSERVE-DURIRON. FLOWSERVE-DURIRON hereby assigns to GM all claims and demands of every kind and nature that FLOWSERVE-DURIRON may possess with respect to Covered Matters against each and every other person, entity, and potentially liable party at and for the Valleycrest Site. However, this reference to potentially liable parties is not intended to include any insurance carrier of FLOWSERVE-DURIRON, pursuant to Paragraph 18 below. FLOWSERVE-DURIRON agrees to execute any additional documents that GM may reasonably request to give full force and effect to these assignments.

8. Release of GM. FLOWSERVE-DURIRON and its successors and assigns hereby release and forever discharge GM and its shareholders, officers, directors, employees, agents, successors and assigns, of and from any and all actions, causes of action, suits, sums of money, accounts, reckonings, bills, covenants, controversies, agreements, obligations, liabilities, damages, claims, debts, losses, expenses, or demands which FLOWSERVE-DURIRON ever had, now has, or hereafter can, shall, or may have against GM with respect to Covered Matters, except for rights granted by this Agreement.

9. Transmittal of Claims. FLOWSERVE-DURIRON will notify GM by fax and/or express delivery of the existence of any claim, demand, order, notice, summons, or other process received hereafter by FLOWSERVE-DURIRON regarding any Covered Matters, as follows:

- a. If a response is required within thirty (30) days of receipt, FLOWSERVE-DURIRON shall provide GM with written notice not later than ten (10) calendar days prior to any such response deadline for the claim, demand, order, notice, summons, or other process received by FLOWSERVE-DURIRON, provided, however, that FLOWSERVE-DURIRON itself received such claim, demand, order, notice, summons, or other process

more than ten (10) days prior to such response deadline to allow for timely compliance with this Paragraph 9.a.

- b. If FLOWSERVE-DURIRON's receipt thereof is less than ten (10) days prior to the deadline for response, then FLOWSERVE-DURIRON shall seek a thirty (30)-day extension for response and shall provide a copy of the claim, demand, order, notice, summons, or other process and an acknowledgment of the thirty (30) day extension to GM not later than ten (10) days prior to the extended deadline for response.
- c. Such notice and copies of whatever was received by FLOWSERVE-DURIRON shall be sent to GM in conformance with the notice provision set forth at paragraph 22 below.
- d. GM shall promptly notify FLOWSERVE-DURIRON that it has assumed the defense of any matter so forwarded to it by FLOWSERVE-DURIRON and covered by this Agreement. GM will then proceed to defend said claim, demand, order, notice, summons, or other process pursuant to this Agreement.
- e. If necessary and if reasonably requested by GM, FLOWSERVE-DURIRON shall reasonably cooperate in responding to discovery, allocation and information requests arising from any claim, demand, order, notice, summons, or other process sent to FLOWSERVE-DURIRON and for which GM has assumed the defense pursuant to this Agreement.
- f. The failure of FLOWSERVE-DURIRON to abide strictly by the notice provisions contained herein does not excuse GM's obligations of indemnity or defense, except to the extent that actual and substantial prejudice to GM is documented.

10. Cooperation. After execution of this Agreement, and only if reasonably requested by GM, FLOWSERVE-DURIRON at its own expense will make available to GM reasonably accessible, non-privileged information that may be in FLOWSERVE-DURIRON's possession or control relating to alleged arrangements for disposal at the Valleycrest Site.

**MISCELLANEOUS**

11. No Third-Party Beneficiaries. The rights and obligations created under this Agreement shall inure solely to the benefit of the persons and entities specifically referred to as the parties to this Agreement. Nothing herein shall create, extinguish, or in any manner alter or affect the rights or duties of any third parties not parties to, or no in privity with the parties to, this Agreement.

12. Bankruptcy. Upon any future bankruptcy filing by GM, or by FLOWSERVE-DURIRON, respectively, performance of the defense, indemnity, payment, and any and all other obligations, duties and actions of the bankrupt party pursuant to this Agreement shall to the extent possible be deemed to have the priority status of administrative expenses pursuant to 11 U.S.C. Sections 503(b) and 507(a)(1). Upon the confirmation of a plan of bankruptcy reorganization for the bankrupt party, the reorganized party or any post-confirmation successor entity shall be bound by all duties created for said bankrupt party by this Agreement. The terms, benefits, and obligations of this Agreement for GM or for FLOWSERVE-DURIRON, respectively, shall not be terminated, modified, or discharged by any Chapter 11 bankruptcy resolution, and any plan of reorganization that may ever be proposed by GM or by FLOWSERVE-DURIRON respectively, in the future shall so provide.

13. Applicable Law. This agreement shall be interpreted and enforced according to the laws of the State of Ohio.

14. Execution of Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. No Admission of Liability. The execution of this Agreement shall not, under any circumstances, be construed as an admission by FLOWSERVE-DURIRON or GM of any fact or liability with respect to the Valleycrest Site, or with respect to any waste containing or constituting Hazardous Substances allegedly contributed to the site. This Agreement shall not constitute or be used as evidence, as an admission of any liability or fact, or as a concession of any question of law by the parties hereto, nor shall it be admissible in any proceeding except in an action to seek the enforcement of any terms of this Agreement.

16. Successors and Assigns Included as Parties. Wherever in this Agreement either GM or FLOWSERVE-DURIRON is named or referred to, the legal representatives, successors, and permitted assigns of such party shall covenants and agreements contained in this Agreement by or on behalf of either of the parties hereto shall bind and inure to the benefit of the respective successors and permitted assigns, whether so express or not.

17. Assignment. GM may not assign its rights, duties, or obligations under this Agreement to any other person or entity without the express, written, and advance permission of FLOWSERVE-DURIRON, which permission may be withheld by FLOWSERVE-DURIRON in its sole and exclusive discretion.

18. Insurance. GM and FLOWSERVE-DURIRON do not hereby make any agreement or take any action that will prejudice them with regard to, nor transfer their respective rights concerning, their respective third-party insurance claims, coverages or recoveries.

19. Headings. The headings contained in this Agreement are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

20. Modification. Neither this Agreement, nor any provisions hereof, may be changed, waived, discharged, or terminated orally, but only by instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

21. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto among themselves as to the Covered Matters. As between FLOWSERVE-DURIRON and GM, any prior agreements as to Covered Matters are hereby canceled or superceded by this Agreement to the extent that they may be inconsistent herewith.

22. Notice Procedure. Notices required or otherwise given under this Agreement shall be directed as follows:

To GM:

Michelle T. Fisher, Esq.  
General Motors Corporation  
Legal Staff  
MC 482-C24-D24  
300 Renaissance Center  
Detroit, MI 48243  
Tel: (313) 665-4877  
Fax: (313) 665-4896

To FLOWSERVE-DURIRON:

Robert L. Roberts, Jr., Esq.  
Flowserve Corporation  
222 W. Las Colinas Blvd., Suite 1500  
Irving, TX 75039  
Tel: (972) 443-6537  
Fax: (972) 443-6837

All notices or demands required or permitted under this Agreement shall be in writing and shall be effective if sent by express delivery or by registered or certified mail, postage prepaid and return receipt requested. Notices shall be deemed received at the time delivered. Any party may also give notice by facsimile transmission, which shall be effective upon confirmation by the party sending the notice that such facsimile transmission has been received by the party to whom the notice has been addressed. Nothing in this Paragraph 22 shall prevent the giving of notice in such manner as prescribed by the Federal Rules of Civil Procedure for the service of legal process. Either party may change its address by giving written notice thereof to the other party to this Agreement.

23. Remedies and Attorneys' Fees. In any action brought by a party hereto for breach of this Agreement or to enforce the rights and obligations of this Agreement, the prevailing party shall be entitled also to recover its reasonable attorney's fees. Equitable and

injunctive relief shall also be available to either party hereto upon breach of this Agreement by the other party.

24. Authorization. Each of the signatories signing below on behalf of his or her respective party to this Agreement represents that he or she is fully authorized to sign on behalf of that party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date appearing above and last written below.

GENERAL MOTORS CORPORATION

By: Don A. Schiemann  
Name: Don A. Schiemann

Title: Attorney

Date: AUGUST 31, 2001

FLOWSERVE CORPORATION

(f/k/a/ THE DURIRON COMPANY, INC.)

By: Robert L. Roberts, Jr.  
Name: Robert L. Roberts, Jr.

Title: Associate General Counsel

Date: August 29, 2001

R082901F2

**VALLEYCAST LANDFILL  
SITE PARTICIPATION AGREEMENT**

WHEREAS, many other companies and individuals are Potentially Responsible Parties ("PRPs") pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980, and its amendments ("CERCLA") for conditions at the Valleycast Landfill site in Dayton, Ohio ("Site"); and

WHEREAS, the Members recognize that they desire to avoid litigation with the United States and the State of Ohio and have endeavored to arrive at an agreement with the State of Ohio and further arrive at an agreement among themselves to fund performance of necessary work at the Site; and

WHEREAS, the Members have jointly agreed to enter into Final Findings and Orders with the Ohio Environmental Protection Agency to provide for the development of a Remedial Investigation and Feasibility Study for the Site; without admitting any fact, responsibility, fault or liability in connection with the Site, and the Members wish to establish a framework for complying with the terms of the Final Findings and Orders, and to cooperate among themselves in this effort; and

WHEREAS, the Members may determine that it is in their interest to initiate litigation against some or all the PRPs which are not Members with the goal of arriving at an equitable allocation of the necessary costs of response which shall be incurred to comply with the Final Findings and Orders and to conduct any other necessary response activities in conformance with the requirements of the National Contingency Plan ("NCP").

NOW THEREFORE, in consideration of the foregoing and the promises and covenants contained herein, the Members mutually agree as follows:

**1. DEFINITIONS.**

1.1 The term "Final Findings and Orders" ("FFO") shall mean the Director's Final Findings and Orders entered into between the Ohio Environmental Protection Agency and the Members for the purpose of the development of a Remedial Investigation and Feasibility Study for the Site.

1.2 The term "Costs" shall include all costs incurred to satisfy the obligations pursuant to, and to otherwise comply with, the terms of the FFO, or to implement the purposes of this Agreement, including without limitation, the implementation of the Remedial Investigation and Feasibility Study ("RI/FS"), payment of project management costs, payment of the Ohio EPA's

Past Costs and Oversight Costs in accordance with the FFO, and administrative costs and litigation costs of the Group.

1.3 To the extent that terms are defined within the FFO, said terms shall have the same meaning herein.

**2. VALLEYCAST LANDFILL SITE GROUP.**

The Members hereby organize and constitute themselves as the Valleycast Landfill Site Group (sometimes referred to as the "Group"). Each Member whose authorized representative has executed the FFO and this Agreement is a Member of the Valleycast Landfill Site Group. Peoples Transportation Co. shall be a Member, but shall have no vote (as provided in subsection 4.3).

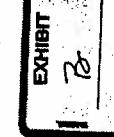
**3. PURPOSE.**

3.1 General Purpose. It is the purpose of this Agreement that the terms hereof shall control the manner and means by which the Members will undertake to satisfy their obligations pursuant to, and to otherwise comply with, the terms of the FFO, including without limitation, the implementation of the RI/FS, payment of Ohio EPA's Past Response Costs and Oversight Response Costs, and further to pursue whatever rights, claims and causes of action that the Members might have against each other through litigation or otherwise.

3.2 General Agreement of Members. The Members individually and collectively agree to take all reasonably necessary actions to ensure that the obligations of the Members under the FFO shall be complied with, including the implementation of the RI/FS, and to fund all costs arising in connection with their undertakings, duties, and obligations pursuant thereto, and to fund the litigation as provided herein.

3.3 Financial Obligations and Assurances. Each Member warrants that it presently has or has the ability to obtain in a timely manner sufficient funds to satisfy its obligations under this Agreement. Upon any Member's default of an obligation hereunder, such defaulting Member shall pay the full balance of its obligations or projected obligations under this Agreement. Such payment upon default shall not terminate the Member's obligations hereunder, but rather shall constitute a non-interest bearing deposit against which future obligations shall be drawn.

3.4 Bankruptcy. Each Member agrees that in the event of its bankruptcy all obligations under this Agreement shall be entitled to an administrative expense priority for all purposes under the United States Bankruptcy Code, and each Member further agrees that it shall not object in any bankruptcy proceeding to treatment of obligations under this Agreement as an administrative expense.



10/30/07 THU 10:50 [TX/RK NO 8018]

10/30/07 THU 10:50 [TX/RK NO 8018]

EXHIBIT

A-2

-2-

**3.5 Fair Share.** Each Member agrees that in any action brought to enforce its obligations under this Agreement it shall not contest the fairness of the cost allocation or other provisions of this Agreement.

**3.6 Cooperation.** The Members shall cooperate with each other to effectuate the purposes of this Agreement, shall attempt to make decisions by consensus, and shall attempt to resolve any disputes among them through good faith negotiation.

#### 4. ORGANIZATION AND PROCEDURES.

**4.1 Meetings.** The Members may authorize or direct actions under this Agreement only at meetings duly held and called for such purpose, which meetings shall be called from time to time as determined necessary by the Members. Meetings of the Members may be called for any purpose at any time by any other three Members. Meetings may be held by telephone conference.

**4.2 Notice of Meetings.** Whenever feasible, written notice of the time, place and purpose of any meeting of the Members shall be given to each Member entitled to vote at such meeting. In the event a meeting is called on less than five (5) days written notice, the Members calling the meeting shall make a reasonable effort to provide notice in fact to every Member.

#### 4.3 Voting.

- Each Member shall have a vote ("Voting Power") as follows:
- Each Member shall have a vote weighted in accordance with the Member's obligation to fund the activities contemplated under this Agreement;
  - No Member may vote unless that Member has paid all financial contributions assessed, due and owing as of the last assessment made pursuant to this Agreement prior to such meeting. Any Member having an assessment due and owing that remains unpaid at the time of the meeting may not vote until such time as the Member makes payment of the full assessment and any penalties; and

- Unless otherwise specified herein, all issues shall be decided by a majority of the voting power of the Members as defined in this Section.
- Peerless Transportation Co. shall have no vote.

**4.4 Voting by Proxy.** A Member eligible to vote at a meeting may assign in writing its vote to another Member eligible to vote at the meeting.

**4.5 Enumerated Powers of the Members.** The powers, duties and responsibilities of the Members shall include, but not to the exclusion of other powers, duties, and responsibilities enumerated in this Agreement the following:

- The Members shall negotiate with the Governments and other persons with respect to all matters relating to this Agreement and the FFO;
- The Members shall determine when a Member is in default of its obligations under this Agreement;
- The Members shall review and, as appropriate, approve invoices and bills for payment;
- The Members shall enter into contracts to achieve the purposes of this Agreement and the FFO;
- The Members shall direct the preparation of invoices to the Members in accordance with the provisions of Section 5 hereof;
- The Members shall direct the litigation in accordance with the provisions of Section 6 hereof.

The Members may direct that subcommittees of Members or other persons carry out or perform any activities which the Members may perform themselves.

**4.6 Separate Counsel.** Each Member reserves the right to select and retain its own counsel to represent such Member on any matter. All costs of such counsel shall be borne by the individual Member and shall not be Costs paid by the Members.

**4.7 Providing Members with Information.** Upon request from any Member, the Members shall make available to that Member any reports submitted to or by the Members in connection with the performance of the Members' obligations under this Agreement or the FFO.

#### 5. FUNDING OR OBLIGATIONS UNDER THIS AGREEMENT

**5.1 Allocation for Limited Purpose.** The funding of work to be performed pursuant to this Agreement and the FFO, or "Costs" as defined herein, shall be accomplished in accordance with the provisions of this Section. The Members acknowledge that the allocation provided for herein is only for the purposes of funding the Costs incurred pursuant to this agreement, and the Members expressly reserve their right to assert a different allocation for funding of any other work which has been or will be performed in association with the Site or any other liability, if any. The Members agree that any amounts paid by any Member pursuant to this Agreement shall be considered in any future allocation for funding of any other work or liability in association with the Site, such that, at a minimum, the amounts paid by each Member

shall be credited against such Member's share pursuant to a final allocation of the costs of work performed at the Site or any other liability. The Members further agree that the funding shall be modified in accordance with the procedure set forth in Section 6 hereto.

**5.2 Obligations Of The Members.** The Members shall be severally liable for their respective percentage share, as set forth in Appendix A hereto, of the Costs. Within twenty (20) days of the effective date of this Agreement, the Members shall establish an Escrow Account (60) days of the effective date of this Agreement; each Member shall pay an amount equal to its "First Year Payment" as set forth in Appendix A into the Escrow Account. The Members shall approve additional assessments and issue additional invoices to the individual Members as necessary to assume that the Escrow Account always has sufficient funds in it to finance the work to be performed in the next ninety (90) days.

**5.3 Obligation of Perles Transportation Co.** Perles Transportation Co. shall within sixty (60) days of the effective date of this Agreement pay twenty-thousand dollars (\$20,000.00) into the Escrow Account established under sub-section 5.3. In addition, Perles agrees to cooperate with the Members to provide such information to the Members as the Members deem appropriate to assist the Members in the identification of additional PRPs, or to identify information regarding any PRP's' nexus with the Site, including without limitation, access to business records and documents, and present and past employees who might have information relevant to any PRP's' nexus to the Site.

**5.4 Late Payments.** Each Member shall have no less than thirty (30) days to make timely payment of any invoice or other obligation hereunder. The Members may declare in default any Member that has failed or refused to make timely payment of any invoice or other obligation hereunder. Upon such default such defaulting Member shall pay the full balance of its "share of \$3,000,000" as set forth in Appendix A. In addition, in the event a Member fails or refuses to make timely payment of any obligation hereunder (including any amount due upon default), such Member shall be liable for interest on the amount due at a rate of 12% per annum, compounded monthly, with said interest being due on the first day after said payment is due, and on each monthly anniversary thereafter.

**5.5 Enforcement Indemnity.** In the event that the Members deem it appropriate to initiate action to enforce a Member's obligations under this Agreement, including without limitation litigation, and the position of the enforcing Members is substantially sustained, such other Member shall indemnify and hold harmless the Members for any and all costs, fees or expenses, including without limitation, attorney's fees and court costs, which the Members might incur in pursuing such action.

**5.6 Accounting for Funds.** The Members shall prepare, or shall cause to be prepared, on at least an annual basis, an accounting of monies received into the Escrow Account, spent and obligated, and a final accounting upon the termination of this Agreement.

**5.7 Purpose of Funds.** All monies provided by Members pursuant to this Agreement shall be used solely for the purposes of this Agreement and shall not be considered as payment for any fines, penalties, or monetary sanctions.

#### **6. ASSIGNMENT OF CLAIMS AND LITIGATION BY MEMBERS AGAINST OTHER PARTIES**

**6.1 Assignment Of Claims Against Others.** The Members (individually or collectively) hereby assign to the Members (collectively) all rights, claims or causes of action arising from this Agreement or the FFO's or associated with the occurrence of response costs related to the Site, including without limitation, claims or causes of action for contribution; except that each Member shall retain whatever rights, claims or causes of action it may have with respect to its own insurance coverage or claims for contractual indemnity, whether by way of insurance contract or other contract. No such retained insurance or contractual indemnity claim shall in any way impair the ability of the Members, to pursue whatever rights, claims or causes of action the Members may have against entities not parties to this Agreement. The assignment hereunder shall not be affected by any Member's choice to opt-out of any litigation under sub-section 6.2 of this Agreement.

**6.2 Litigation Against Other Persons.** The Members may initiate, pursue or settle any litigation or claim they deem appropriate to preserve, assert or defend any and all rights, claims, or causes of action that the Members may have against any other entity, including without limitation, claims for response costs or contribution against entities not parties to this Agreement, or to enforce the obligations of a Member under this Agreement. The cost of any such action by the Members shall be Costs as provided herein. Any Member may, at its sole option and in its sole discretion, choose not to participate in any such action and, in such instance, shall not be obligated to fund any Costs associated with such action. In the event that any Member chooses not to participate in such action, the remaining Members may, but need not, arrive at a separate agreement with such Member regarding such Member's participation in the litigation and the costs and benefits thereof.

**6.3 Waiver of Conflict Interest.** In the event that the Members determine that it would be in their interest to retain common counsel to initiate and pursue litigation as provided in Section 6 hereto, each Member agrees that: (1) it will not claim or assert that, based solely on said counsel's past or present representation of a Member, said counsel has a conflict of interest in performing legal services authorized by the Member and consistent with the Member's powers, duties and responsibilities; (2) it will not claim or assert that, based solely on said counsel's representation of the Members under the terms of this Agreement, said counsel has a conflict of interest in connection with any representation of any other person or entity in a matter pending as of the date of receiving notice of intent to hire said counsel; (3) it will not claim or assert that, based solely on said counsel's representation of the Members under the terms of this Agreement, said counsel has a conflict of interest in any future representation of any person or entity, including representation of the Members in litigation against a Member to enforce the provisions of this Agreement or in a subsequent action to recover costs or pursue

claims for contribution; (4) in the event that any conflict develops in the performance of work authorized by the Member by said counsel and the legal services authorized by any Member that has retained that counsel, the Member consents to that counsel's continued performance of the work authorized by the Member.

## 7. CONFIDENTIALITY.

7.1 **Shared Information.** From time to time, the Members may elect to disclose or transmit to each other, directly or through counsel, such information as each Member, counsel or technical consultant retained for the sole and limited purpose of coordinating activities that are necessary and proper to carry out the purposes of this Agreement. Shared information may be disclosed to or transmitted among the Members orally or in writing or by any other appropriate means of communication. The Members intend that no claim of work product privilege or other privileges be waived by reason of participation or cooperation pursuant to this Agreement.

7.2 **Preservation of Privilege.** Information disclosed by the Members to counsel may be disclosed to any other Member, and each Member hereby expressly consents to treat such disclosure to it as being for the sole purpose of effectuating the purposes of this Agreement. Such disclosure shall not be deemed a waiver of the attorney-client privilege or work product immunity or any other privilege.

### 7.3 Confidentiality of Shared Information.

(a) Each Member agrees that all shared information received from any other Member or its counsel, or technical consultant pursuant to this Agreement and by all shall be held in strict confidence by the receiving Member and by all persons to whom confidential information is revealed by the receiving Member pursuant to this Agreement, and that such information shall be used only in connection with conducting such activities as are necessary and proper to carry out the purposes of this Agreement. In addition, Members may also disclose shared information to insurers, to the extent requested by insurers and required under the terms of the insurance contract, and so long as the insurers agree to maintain the confidentiality of the information in conformance with the provisions of this Agreement. In addition, Members may also disclose shared information to auditors or other accounting personnel, to the extent such disclosure is necessary and appropriate for the Member and the auditor or other accounting personnel to satisfy obligations of the Securities and Exchange Commission.

(b) Shared information that is exchanged in written or document form and is intended to be kept confidential may, but need not, be marked "Confidential" or with a similar legend. If such information becomes the subject of an administrative or judicial order requiring disclosure of such information by a Member, where the information will be unprotected by

confidentiality obligations, the Member may notify its confidentiality obligations hereunder by notifying the Member that generated the information or, if the information was generated by a technical consultant, by giving notice to said consultant and to the Members.

- (c) Each Member shall take all necessary and appropriate measures to ensure that any person who is granted access to any shared information or who participates in work on common projects or who otherwise assists any counsel or technical consultant in connection with this Agreement, is familiar with the terms of this Agreement and complies with such terms as they relate to the duties of such person.
- (d) The Members intend by this Section to protect from disclosure all confidential information and documents shared among any Members or between any Member and counsel, or any technical consultant to the greatest extent permitted by law regardless of whether the sharing occurred before execution of this Agreement and regardless of whether the writing or document is marked "Confidential".
- (e) The confidentiality obligations of the Members under this Section shall remain in full force and effect, without regard to whether actions arising out of the Site are terminated by final judgment, and shall survive the termination of this Agreement. The provisions of this Section shall not apply to information which is now or hereafter becomes public knowledge without violation of this Agreement, or which is sought and obtained from a Member pursuant to applicable discovery procedures and not otherwise protected from disclosure.

## 8. DENIAL OF LIABILITY.

This Agreement shall not constitute, be interpreted, construed or used as evidence of any admission of liability, law or fact, a waiver of any right or defense, nor an estoppel against any Member, by Member as among themselves or by any other person not a Member. However, nothing in this Section is intended or should be construed to limit, bar, or otherwise impede the enforcement of any term or condition of this Agreement against any party to this Agreement.

## 9. INSURANCE.

The Members do not intend hereby to make any agreement that will prejudice any Member with respect to its insurers and, by entering into this Agreement, anticipate that the actions taken pursuant to this Agreement will benefit such insurers.

**10. SUCCESSORS AND ASSIGNS.**

This Agreement shall be binding upon the successors and assigns of the Members. No assignment or delegation of the obligation to make any payment or reimbursement hereunder will release the assigning Member without the prior written consent of the other Members.

**11. ADVICE OF COUNSEL.**

Each Member represents that it has sought and obtained any appropriate legal advice it deems necessary prior to entering into this Agreement.

**12. NOTICE.**

All notices, bills, invoices, reports, and other communications with a Member shall be sent to the representative designated by the Member on said Member's Valleycrest Landfill Site Participation Agreement Signature Page. Each Member shall have the right to change its representative upon submission of written notice to the other Member.

**13. EFFECTIVE DATE.**

The effective date of this Agreement shall be the same as the effective date of the FFO.

**14. TERMINATION.**

This Agreement shall terminate and have no further effect upon completion of all obligations of the Members pursuant to the FFO or such other time as a Court may establish.

**15. AMENDMENTS.**

This Agreement may be amended only by a vote of at least two-thirds of the Voting Power of the Members at a meeting called for the purpose of considering such an amendment. Such amendment must be in writing. However, Sections 3, 4, 3, 5.1 and 5.2 of this Agreement may be amended only by a unanimous vote of 100% of the Voting Power of the Members.

**16. ADDITIONAL MEMBERS.**

The Members may approve the entry into this Agreement of additional entities as Members after the effective date of the Agreement. The terms and conditions of participation of such additional entities shall be determined by the Members.

**17. SEPARABILITY.**

If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

**18. ENTIRE AGREEMENT.**

This Agreement constitutes the entire understanding of the Members with respect to its subject matter.

**19. APPLICABLE LAW.**

For purposes of enforcement or interpretation of this Agreement, the Members agree that the laws of the State of Ohio shall be applicable, and further agree not to contest personal jurisdiction in any State or Federal Court in Ohio with respect to litigation brought to enforce or interpret this Agreement.

**20. SEPARATE DOCUMENTS.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**21. NO THIRD PARTY BENEFICIARIES.**

This Agreement is made solely for the benefit of the parties hereto. Nothing herein expressed or implied is intended to or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

**IN WITNESS WHEREOF,** the Members herein, which may be by and through their appointed counsel, enter into this Agreement by execution of the Valleycrest Landfill Site Participation Agreement Signature Page. Each person signing the Valleycrest Landfill Site Participation Agreement Signature Page represents and warrants that he or she has been duly

-10-

authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing. Each Member shall signify its consent and intent to enter into this Agreement by delivery of a completed and signed "Valleycrest Landfill Site Participation Agreement Signature Page" to:

Karen Konicki, Esq.  
AT&T Global Information Solutions Co.  
1700 S. Patterson Blvd.  
Dayton, OH 45479

**VALLEYCREST LANDFILL SITE  
PARTICIPATION AGREEMENT SIGNATORY PAGE**

General Motors Corp hereby enters into and shall participate in the Valleycrest Landfill  
(Member)

Site Participation Agreement:

Dated: January 12, 1995  
Member: General Motors Corp.  
Signature: Elizabeth A. Eastin  
Name: Elizabeth A. Eastin  
Title: Attorney

Said Member hereby designates the following Representative for receipt of notice and invoices:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

FAX 513/750-0712

VALLEYCREST LANDFILL SITE  
PARTICIPATION AGREEMENT SIGNATORY PAGE

The Diversified Co., Inc. hereby enters into and shall participate in the Valleycrest Landfill  
(Member) Site Participation Agreement:  
Dated: January 13, 1995  
Member: THE DIVERSIFIED COMPANY, INC.  
Signature:   
Name: RONALD F. SCHULZ  
Title: VICE PRESIDENT SECRETARY AND  
GENERAL COUNSEL

Said Member hereby designates the following Representative for receipt of notice and invoices:  
Name: Robert J. Roberts, Jr.  
Title: ASSOCIATE COUNSEL  
Address: 3100 RESEARCH BLVD.  
KETTERING, OHIO 45420  
Telephone: (513) 476-6139  
Facsimile: (513) 476-6204

VALLEYCREST LANDFILL SITE  
PARTICIPATION AGREEMENT SIGNATORY PAGE

Dayton Walther hereby enters into and shall participate in the Valleycrest Landfill  
(Member) Site Participation Agreement: (as distributed December 22, 1994, with modifications  
discussed January 11, 1995)  
Dated: January 12, 1995  
Member: Dayton Walther  
Signature:   
Name: W.M. White  
Title: President

Said Member hereby designates the following Representative for receipt of notice and invoices:  
Name: John A. Morgelak  
Title: Manager Environmental Engineering  
Address: 1175 Hubbard  
Livonia, MI 48150  
Telephone: 313-513-4472  
Facsimile: 313-513-4482

J.L. MORGELAK

-12-

10/30/97 THU 10:50 [TX/RX NO 8018]

10/30/97 THU 10:50 [TX/RX NO 8018]

-14-

**VALLEYCREST LANDFILL SITE  
PARTICIPATION AGREEMENT SIGNATORY PAGE**

**EXHIBIT C**

CARTILL, INCORPORATED hereby enters into and shall participate in the Valleycrest Landfill  
(Member)

Site Participation Agreement:

Dated: JANUARY 13, 1995

Member: CARTILL, INCORPORATED

Signature: Layeye M. Osborne

Name: Layeye M. Osborne

Title: Senior Attorney

Said Member hereby designates the following Representative for receipt of notice and invoices:

Name: Layeye M. Osborne

Title: Senior Attorney

Address: CARTILL, Incorporated  
Law Department/HS 24  
P. O. Box 5626  
Minneapolis, MN 55440-5626

Telephone:

612/742-6374

Faximile:

612/742-6349 or 612/742-7503

Street Address: 15407 West McGinty Road  
Wayzata, MN 55391

*P.L. 100-772*

Waste Management and Danis agree that their collective share of costs  
pursuant to the terms of this first Amended Site Agreement shall be 46% ("The New  
Members' Share").

As of November 21, 1997, the VLSG has paid \$1,898,150 in past Costs at  
this site excluding the costs incurred in pursuing Waste Management and Danis as PRPs and  
certain other agreed upon excluded costs.

Accordingly, Waste Management and Danis agree to pay their 46% share of  
such past costs or \$873,149, which amount will be due and payable on or before 30 days  
from the date of the execution of this Agreement.

Furthermore, Waste Management and Danis agree to pay The New Members'  
Share of 46% of all future costs as pursuant to the terms of this Amended Site Agreement.

**EXHIBIT B**  
**First Amended VLSG Participation Agreement**

**FIRST AMENDED  
VALLEYCREST LANDFILL  
SITE PARTICIPATION AGREEMENT**

This First Amended Valleycrest Landfill Site Participation Agreement ("Amended Site Agreement") is between and among the parties whose authorized representatives have executed this Amended Site Agreement and the Director's Final Findings and Orders described herein (hereinafter the "Original Members"), and Waste Management Inc., Waste Management Of Ohio, Inc. and SCA Services of Ohio, Inc. (collectively "Waste Management") and Danis Industries Corporation, (hereinafter the "New Members"). The Original Members and the New Members shall be collectively referred to herein as the Valleycrest Landfill Site Group ("VLSG" or "VLSG Members").

WHEREAS, many other companies and individuals are Potentially Responsible Parties ("PRPs") pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980, and its amendments ("CERCLA") for conditions at the Valleycrest Landfill site in Dayton, Ohio; as defined in the Final Findings and Orders dated January 31, 1995 with the OEPA ("Site"); and

WHEREAS, the VLSG recognizes that they desire to avoid litigation with the United States, the State of Ohio, and among themselves, and therefore arrive at an agreement among themselves to fund performance of necessary work at the Site; and

WHEREAS, the Original Members jointly agreed to enter into Final Findings and Orders dated January 31, 1995 with the Ohio Environmental Protection Agency to provide for the development of a Remedial Investigation and Feasibility Study for the Site; without admitting any fact, responsibility, fault or liability in connection with the Site; and

WHEREAS, the Original Members on or about January 12, 1995 jointly entered into the VLSG Site Participation Agreement to establish a framework for complying with the terms of the Final Findings and Orders, and to cooperate among themselves in this effort and now wish to amend said agreement to add Waste Management and Danis as New Members.

WHEREAS, the VLSG Members may determine that it is in their interest to initiate litigation against some or all the PRPs which are not Members of the VLSG with the goal of arriving at an equitable allocation of the necessary costs of response which shall be incurred to comply with the Final Findings and Orders and to conduct any other necessary and agreed upon response activities in conformance with the requirements of the National Contingency Plan ("NCP");

NOW THEREFORE, in consideration of the foregoing and the promises and covenants contained herein, the VLSG Members mutually agree as follows:

**1. DEFINITIONS.**

**1.1** The term "Final Findings and Orders" ("FFO") shall mean the Director's Final Findings and Orders entered into between the Ohio Environmental Protection Agency and the Original Members for the purpose of the development of a Remedial Investigation and Feasibility Study for the Site attached hereto as Exhibit A.

**1.2** The term "Valleycrest Site Agreement" shall mean the Agreement entered into on or about January 12, 1995 attached hereto as Exhibit B.

**1.3** The term "Costs" shall include all past and future costs incurred to satisfy the obligations pursuant to, and to otherwise comply with, the terms of the FFO, or to implement the purposes of the Valleycrest Site Agreement and this Amended Site Agreement, including without limitation, the implementation of the Remedial Investigation and Feasibility Study ("RI/FS"), payment of project management costs, payment of the Ohio EPA's Past and Future Response Costs and Oversight Costs in accordance with the FFO, and administrative costs including attorneys fees and litigation costs of the VLSG.

**1.4** To the extent that terms are defined within the FFO, said terms shall have the same meaning herein.

**2. VALLEYCREST LANDFILL SITE GROUP**

The Original and New Members hereby organize and constitute themselves as the Valleycrest Landfill Site Group (sometimes referred to as the "VLSG"). Each Member whose authorized representative has executed this Amended Site Agreement is a Member of the VLSG. Peerless Transportation Co. shall be a VLSG Member, but shall have no vote (as provided in subsection 4.3).

**3. PURPOSE.**

**3.1 General Purpose.** It is the purpose of this Amended Site Agreement that the terms hereof shall control the manner and means by which the VLSG will undertake to satisfy their obligations pursuant to, and to otherwise comply with, the terms of the FFO; including without limitation, the implementation of the RI/FS, payment of Ohio EPA's Past and Future Response Costs and Oversight Costs; and further to pursue whatever rights, claims and causes of action that the Original or New Members might have against other companies or individuals responsible or potentially responsible for conditions at the Valleycrest Landfill Site through litigation or otherwise.

**3.2 General Agreement of Members.** The Original and New Members individually and collectively agree to take all reasonably necessary actions to ensure that the obligations of the Original Members under the FFO and the Valleycrest Site Agreement shall be complied with, including the implementation of the RI/FS, and to fund all costs arising in connection with their undertakings, duties, and obligations pursuant thereto, and to fund litigation as provided herein.

**3.3 Financial Obligations and Assurances.** Each Original and New Member warrants that it presently has, or has the ability to obtain in a timely manner, sufficient funds to satisfy its obligations under this Amended Site Agreement. Upon any VLSG Member's default of an obligation hereunder, such defaulting VLSG Member shall pay the full balance of its past unpaid obligations and any current unpaid obligations under this Amended Site Agreement. Such payment upon default shall not terminate the VLSG Member's future obligations hereunder.

**3.4 Bankruptcy.** Each VLSG Member agrees that in the event of its bankruptcy all obligations under this Amended Site Agreement shall be entitled to an administrative expense priority for all purposes under the United States Bankruptcy Code, and each VLSG Member further agrees that it shall not object in any bankruptcy proceeding to treatment of obligations under this Amended Site Agreement as an administrative expense.

**3.5 Fair Share.** Each VLSG Member agrees that in any action brought to enforce its obligations under this Amended Site Agreement it shall not contest the fairness of the cost allocation or other provisions of this Amended Site Agreement.

**3.6 Cooperation.** The VLSG Members shall cooperate with each other to effectuate the purposes of this Amended Site Agreement, shall attempt to make decisions by consensus, and shall attempt to resolve any disputes among themselves through good faith negotiation.

**3.7 Amended FFOs.** The New Members shall execute an Amendment to the Final Findings and Orders in which they agree to be retroactively bound by the terms thereof.

**4. ORGANIZATION AND PROCEDURES**

**4.1 Meetings.** The VLSG Members may authorize or direct actions under this Amended Site Agreement only at meetings duly held and called for such purpose, which meetings shall be called from time to time as determined necessary by the VLSG Members. Meetings of the VLSG Members may be called for any purpose at any time by any three VLSG Members or any Member or Members holding 40% or more of the voting shares under this Agreement. Meetings may be held by telephone conference.

**4.2 Notice of Meetings.** Written notice of the time, place and purpose of any meeting of the VLSG Members shall be given to each VLSG Member entitled to vote at such meeting. In addition, in the event a meeting is called on less than five (5) days written notice, the VLSG Members calling the meeting shall make a reasonable effort to provide notice in fact to every VLSG Member. "Reasonable Efforts" may include, but are not limited to, fax, phone or e-mail notification of the date, time, location and subject matter of such meeting.

**4.3 Voting.** Except as specifically stated otherwise in paragraph (d) below, each VLSG Member shall have a vote ("Voting Power") as follows:

- (a) Each VLSG Member shall have a vote weighted in accordance with the VLSG Member's obligation to fund the activities contemplated under this Amended Site Agreement;
- (b) No VLSG Member may vote unless that VLSG Member has paid all financial contributions assessed, due and owing as of the last assessment made pursuant to this Amended Site Agreement prior to such meeting. Any VLSG Member having an assessment due and owing that remains unpaid at the time of the meeting may not vote until such time as the VLSG Member makes payment of the full assessment and any penalties; and
- (c) Unless otherwise specified herein, all issues shall be decided by a majority of the voting power of the VLSG Members as defined in this Section.
- (d) Peerless Transportation Co. shall have no vote.

**4.4 Voting by Proxy.** A VLSG Member eligible to vote at a meeting may assign in writing its vote to another VLSG Member eligible to vote at the meeting.

**4.5 Enumerated Powers of the VLSG Members.** The powers, duties and responsibilities of the VLSG Members shall include, not to the exclusion of other powers, duties, and responsibilities enumerated in this Amended Site Agreement, the following:

- (a) The VLSG Members shall negotiate with the OEPA, the U.S. EPA and/or any other governmental entity having jurisdiction regarding this Site and other persons with respect to all matters relating to the Amended Site Agreement and the FFO;

- (b) The VLSG Members shall determine when a VLSG Member is in default of its obligations under this Amended Site Agreement;
- (c) The VLSG Members shall review and, as appropriate, approve invoices and bills for payment;
- (d) The VLSG Members shall enter into contracts to achieve the purposes of this Amended Site Agreement and the FFO;

- (e) The VLSG Members shall direct the preparation of invoices to the Members in accordance with the provisions of Section 5 hereto;
- (f) The VLSG Members shall direct the litigation in accordance with the provisions of Section 6 hereto.

The VLSG Members may direct that subcommittees of VLSG Members or other persons to carry out or perform any activities which the VLSG Members may perform themselves.

**4.6 Separate Counsel.** Each VLSG Member reserves the right to select and retain its own counsel to represent such VLSG Member on any matter. All costs of such counsel shall be borne by the individual VLSG Member and shall not be Costs paid by the VLSG Members.

**4.7 Providing Members with Information.** Upon request from any VLSG Member, the VLSG Members shall make available to that VLSG Member any reports submitted to or by the VLSG Members in connection with the performance of the VLSG Members' obligations under this Amended Site Agreement or the FFO.

## **5. FUNDING OF OBLIGATIONS UNDER THIS AMENDED SITE AGREEMENT**

**5.1 Original Members Allocation for Limited Purpose.** As among the Original Members, the funding of work to be performed pursuant to the Valleycrest Site Agreement, this Amended Site Agreement and the FFO, or "Costs" as defined in Subsection 1.3, shall be accomplished in accordance with the provisions of this Section. The Original Members acknowledge that as among the Original Members, the allocation provided for herein is only for the purposes of funding the Costs incurred pursuant to the FFO, the Valleycrest Site Agreement and this Amended Site Agreement, and the Original Members expressly reserve the right to assert a different allocation among the Original Members for funding of any other work which has been or will be performed in association with the Site or other liability, if

any, beyond the FFO, the Valleycrest Site Agreement and this Amended Site Agreement. The Original Members agree that any amounts paid by any Original Member pursuant to the FFO, the Valleycrest Site Agreement and the Amended Valleycrest Site Agreement shall be considered in any future allocation for funding of any other work or liability in association with the Site, such that, at a minimum, the amounts paid by each Original Member shall be credited against such Original Member's share pursuant to a final allocation of the costs of work performed at the Site or any other liability. The Original Members further agree that the funding shall be modified in accordance with the procedure set forth in Section 5.2(c)(ii) and Section 6 hereto.

## 5.2 Allocation for New Members.

- (a) The New Members agree to be retroactively bound by the FFO, and the Amended Valleycrest Site Agreement. Accordingly, the New Members agree to pay The New Members' Share of past Costs incurred by Original Members pursuant to the FFOs and the Valleycrest Site Agreement within thirty days of the execution of this Agreement. The amount of said past Costs and The New Members' Share thereof is set forth in Exhibit C.
- (b) The New Members further agree to pay The New Members' Share as shown in Exhibit C for any future Costs incurred at the Site pursuant to the FFOs, the Valleycrest Site Agreement and this Amended Site Agreement.
- (c) In the future,
  - (i) If one, some or all of the original VLSG Members enter(s) into an agreement to do additional work beyond that required by the FFO, (hereinafter "Additional Work Participating Original VLSG Member") including but not limited to, RD/RRA work and any implementation of a remedy at the Site, and/or any additional removal action with (A) the Ohio EPA, (B) the U.S. EPA, (C) any other federal, state, or local government or government agency, (D) any other corporation, partnership, person, association, or entity, or entities, or enter into an agreement to jointly defend against, settle, and/or satisfy any claims emanating from this Site or (E) any combination of said agencies, corporations, partnerships, persons, or entities, and if for any reason, excluding the voting interest(s) of any New Member(s) that might be a party to such an agreement, the Additional Work Participating Original VLSG Member(s) do not possess a majority voting interest under such future agreement (i.e., if for any reason the Original Members do not possess a majority voting interest under such future agreement), then the Additional Work Participating Original VLSG Members and the Original Members agree that the New Members liability share for such additional work or of defending against, settling, and/or satisfying such claims shall be negotiated in good faith and agreed to at the time that such future agreement is executed. Under the provisions of this section, any participating VLSG member agrees that any amounts paid by such VLSG member pursuant to the FFO, the Valleycrest Site Agreement and the Amended Valleycrest Site Agreement shall be considered in any future allocation for funding of any other work or liability in association with the Site under this section, such that, at a minimum, the amounts paid by

Member(s) possesses(es) a majority voting interest under such future agreement (i.e., if the Additional Work Participating Original VLSG Member(s) excluding New Members, possess a majority voting interest under such future agreement), then the Additional Work Participating Original VLSG Members and the New Members agree that the New Members shall be liable for the costs of such additional work or of defending against, settling, and/or satisfying such claims in the amount of the New Members currently agreed upon percentage share as set forth in Exhibit C and without any adjustment except as specifically stated herein.

- (ii) If one, some or all of the VLSG Members enter(s) into an agreement to do additional work beyond that required by the FFO, including but not limited to, RD/RRA work and any implementation of a remedy at the Site and/or any additional removal action with (A) the Ohio EPA, (B) the U.S. EPA, (C) any other federal, state, or local government or government agency, (D) any other corporation, partnership, person, association, or entity, or entities, or enter into an agreement to jointly defend against, settle, and/or satisfy any claims emanating from this Site or (E) any combination of said agencies, corporations, partnerships, persons, or entities, and if for any reason, excluding the voting interest(s) of any New Member(s) that might be a party to such an agreement, the Additional Work Participating Original VLSG Member(s) do not possess a majority voting interest under such future agreement (i.e., if for any reason the Original Members do not possess a majority voting interest under such future agreement), then the Additional Work Participating Original VLSG Members and the Original Members agree that the New Members liability share for such additional work or of defending against, settling, and/or satisfying such claims shall be negotiated in good faith and agreed to at the time that such future agreement is executed. Under the provisions of this section, any participating VLSG member agrees that any amounts paid by such VLSG member pursuant to the FFO, the Valleycrest Site Agreement and the Amended Valleycrest Site Agreement shall be considered in any future allocation for funding of any other work or liability in association with the Site under this section, such that, at a minimum, the amounts paid by

any such VLSG Member shall be credited against such VLSG Member's share pursuant to a final allocation of the costs of work performed at the Site or any other liability pursuant to this Section.

**5.3 Obligations Of The Members.** The VLSG Members shall be severally liable for their respective percentage of Costs as set forth in Appendix A hereto. The Original Members have established an Escrow Account to receive and hold monies from the VLSG Members in accordance with their obligations. The VLSG Members shall approve assessments which shall represent their payment of Costs accrued pursuant to this Amended Site Agreement, and issue additional invoices to the individual VLSG Members as necessary to assure that the Escrow Account always has sufficient funds in it to finance the work that is scheduled to be performed within the next ninety (90) days.

**5.4 Obligation of Peerless Transportation Co.** Peerless Transportation Co. ("Peerless") has paid twenty thousand dollars (\$20,000.00) into the Escrow Account established under subsection 5.3. It is agreed that this \$20,000 payment by Peerless shall accrue solely to the benefit of the Original Members. In addition, Peerless agrees to cooperate with the VLSG Members to provide such information to the VLSG Members as the VLSG Members deem appropriate to assist the Original Members in the identification of additional PRPs and/or to identify information regarding any PRPs' nexus with the Site by, without limitation, providing access to business records and documents, and providing access to present and past employees who might have information relevant to any PRP or any PRPs' nexus to the Site.

**5.5 Late Payments.** Each VLSG Member shall have no less than thirty (30) nor more than 60 days to make timely payment of any invoice or other obligation hereunder. The VLSG Members may declare in default any VLSG Member that has failed or refused to make timely payment of any invoice or other obligation hereunder. In addition, in the event a VLSG Member fails or refuses to make timely payment of any obligation hereunder (including any amount due upon default), such VLSG Member shall be liable for interest on the amount due at a rate of 12% per annum, compounded monthly, with said interest being due on the first day after said payment is due, and on each monthly anniversary thereafter.

**5.6 Enforcement of the Amended Site Agreement.** In the event that the VLSG Member(s) deem it appropriate to initiate action, including, but not limited to litigation, to enforce a VLSG Member's obligations under this Amended Site Agreement, and the position of the enforcing VLSG Member(s) is substantially sustained, the defaulting VLSG Member shall indemnify and hold harmless the enforcing VLSG Member(s) for any and all costs, fees or expenses, including without limitation, attorneys fees and court costs, which the enforcing VLSG Members might incur in pursuing such action.

**5.7 Accounting for Funds.** On at least an annual basis, the VLSG Members shall prepare or shall cause to be prepared an accounting of monies received into the Escrow Account, spent and obligated. Upon the termination of this Amended Site Agreement, the VLSG Members shall prepare or shall cause to be prepared a final accounting statement..

**5.8 Purpose of Funds.** All monies provided by the VLSG Members pursuant to this Amended Site Agreement shall be used solely for the purposes of the Valleycrest Site Agreement and this Amended Site Agreement and shall not be considered as payment for any fines, penalties, or monetary sanctions.

## 6. ASSIGNMENT OF CLAIMS AND LITIGATION BY MEMBERS AGAINST OTHER PRPS

**6.1 Assignment Of Claims Against Other Generators.** Excepted as stated herein, the New Members (individually) hereby assign to the Original Members (individually and collectively) all rights, claims or causes of action arising from the incurrence of response costs, pursuant to the FFO, the Valleycrest Site Agreement and this Amended Site Agreement, including, without limitation, claims or causes of action for contribution against any third party who is potentially responsible for response costs at the Site as a generator of hazardous substances disposed of at the Site, pursuant to Section 107(a)(3) of CERCLA, 42 U.S.C. §9607(a)(3) (hereinafter "Generator PRPs"). It is further agreed that whether or not the Original Members are alleged to be liable for response costs at the Site on a basis other than as a Generator PRP, they shall be treated as a Generator PRP for all purposes under this Section 6. In addition, it is specifically agreed that any governmental PRP, whether it is allegedly liable as a Generator PRP and/or as a "Transporter" under Section 107(a)(4) of CERCLA, 42 U.S.C. §9607(a)(4), or any other basis, shall be treated as a Generator PRP for all purposes under this Section 6. In addition, it is specifically agreed that Peerless shall be treated as a transporter and operator PRP for all purposes under this Section 6. Notwithstanding the above, each VLSG Member shall retain whatever rights, claims or causes of action it may have with respect to its own insurance coverage or claims for contractual indemnity, whether by way of insurance contract or other contract. No such retained insurance or contractual indemnity claim shall in any way impair the ability of the VLSG Members from pursuing whatever rights, claims or causes of action the Members may have against entities not parties to this Amended Site Agreement other than the insurers of the VLSG Members. However, nothing contained herein shall preclude any VLSG member from pursuing whatever rights, claims or causes of action the Member may have against its own insurer or co-insurer, irrespective of whether that insurer is also the insurer or co-insurer for a different VLSG Member as well. The assignment hereunder shall not be affected by any VLSG Member's choice to opt out of any litigation under subsection 6.2 of this Amended Site Agreement.

**6.2 Litigation Against Other Generator PRPs.** Except as specifically stated otherwise, the Original Members may originate, pursue, or settle any litigation or claim they deem appropriate to preserve or defend any and all rights, claims or causes of action that the Original Members may have against any third-party Generator PRP, including without limitation, claims for response costs or contribution. The cost of any such action brought by the Original Members against third-party Generator PRPs shall be shared costs as among the Original Members only. The New Members shall not share in any costs incurred by the Original Members in pursuing the third-party Generator PRP costs, nor shall they obtain any of the proceeds derived therefrom. Any Original Member may at its sole discretion choose not to participate in any action to pursue any third-party Generator PRP, and, in such instance, shall not be obligated to fund any costs associated with such action or entitled to share in any proceeds derived therefrom. In the event that any Original Member chooses not to participate in such Generator PRP action, the remaining Original Members may, but need not, arrive at a separate agreement with such an opted-out Original Member regarding such an Original Member's participation in the litigation and the costs and benefits thereof.

**6.3 Assignment Of Claims Against Other Owner/Operator/Transporter PRPs.** The Original Members (individually) hereby assign to the New Members (individually and collectively) all rights, claims or causes of action arising from the incurrence of response costs, pursuant to the FFCO, the Site Agreement and this Amended Site Agreement, including without limitation claims or causes of action for contribution, as against any third-party who is potentially responsible for response costs at the site as an owner or operator of the Site or as a transporter of hazardous substances to the Site, pursuant to Sections 107(a)(1), (a)(2), (a)(3) and (a)(4) respectively, of CERCLA, 42 U.S.C. §§9607(a)(1), (a)(2), and (a)(4) (hereinafter "Owner/Operator/Transporter PRPs"). It is further agreed that whether or not the New Members are allegedly Generator PRPs as well as Owner/Operator/Transporter PRPs, the New Members will be treated as Owner/Operator/Transporter PRPs for all purposes under this Section 6. Notwithstanding the above, each VLSG Member shall retain whatever rights, claims or causes of action it may have with respect to its own insurance coverage or claims for contractual indemnity, whether by way of insurance or retained insurance or contractual indemnity claim shall in any way impair the ability of the VLSG Members, from pursuing whatever rights, claims or causes of action the VLSG Members may have against entities not parties to this Amended Site Agreement other than the insurers of the VLSG Members. However, nothing contained herein shall preclude any VLSG member from pursuing whatever rights, claims or causes of action the Member may have against its own insurer or co-insurer, irrespective of whether that insurer is also the insurer or co-insurer for a different VLSG Member as well. The assignment hereunder shall not be affected by any VLSG Member's choice to opt out of any litigation under subsection 6.4 of this Amended Site Agreement. In addition, this provision shall apply only to Danis, Waste Management and its subsidiaries and affiliate companies as of the date of execution of this Amended VLSG Site Agreement and their successors and assigns but shall not apply

to any company acquired or obtained in any fashion by Danis or Waste Management after the execution date hereof.

**6.4 Litigation Against Other Owner/Operator/Transporter PRPs.** The New Members may originate, pursue, or settle any litigation or claim they deem appropriate to preserve or defend any and all rights, claims or causes of action that the New Members may have against any other third-party Owner/Operator/Transporter PRP, including without limitation, claims for response costs or contribution. The cost of any such action brought by the New Members against such third-party Owner/Operator/Transporter PRPs shall be shared costs as among the New Members only. The Original Members shall not share in the third-party Owner/Operator/Transporter PRP costs, nor shall they obtain any of the benefits derived therefrom. Any New Member may at its sole discretion choose not to participate in any such Owner/Operator/Transporter PRP action, and, in such instance, shall not be obligated to fund any costs associated with such action or share in the proceeds derived therefrom.

**6.5** Except as otherwise specifically stated in paragraph 6, if a third-party PRP is determined to be a Generator PRP and a Owner, Operator, and/or Transporter PRP at this Site, the parties hereto shall agree on an appropriate allocation of responsibility as to each category under Subsections 6.1 and 6.3

To the extent applicable, the provisions of paragraph 5(2)(c) shall apply to the rights created in paragraphs 6.3, 6.4 and 6.5.

**6.6 Assignment Of Claims Against Others.** The Original and New Members (individually) hereby assign to the VLSG Members (collectively) all rights, claims or causes of action arising from this Amended Site Agreement or the FFOs or associated with the incurrence of response costs related to the Site, including without limitation, claims or causes of action for contribution as modified in this Section 6, except that each VLSG Member shall retain whatever rights, claims or causes of action it may have with respect to its own insurance coverage or claims for contractual indemnity, whether by way of insurance contract or other contract. No such retained insurance or contractual indemnity claim shall in any way impair the ability of the VLSG Members to pursue whatever rights, claims or causes of action the VLSG Members may have against entities not parties to this Amended Site Agreement other than the insurers of the VLSG Members. However, nothing contained herein shall preclude any VLSG member from pursuing whatever rights, claims or causes of action the Member may have against its own insurer or co-insurer, irrespective of whether that insurer is also the insurer or co-insurer for a different VLSG Member as well. The assignment hereunder shall not be affected by any VLSG Member's choice to opt out of any litigation under subsection 6.4 of this Amended Site Agreement. In addition, this provision shall apply only to Danis, Waste Management and its subsidiaries and affiliate companies as of the date of execution of this Amended VLSG Site Agreement and their successors and assigns but shall not apply

**6.7 Litigation Against Other Persons.** The VLSG Members may initiate, pursue, or settle any litigation or claim they deem appropriate to preserve, assert or defend any and all rights without limitation, claims for response costs or contribution against entities not parties to this Amended Site Agreement, except as stated otherwise in Section 6 herein, or to enforce the obligations of a VLSG Member under this Amended Site Agreement. The cost of any such action by the VLSG Members shall be Costs as provided in Subsection 1.3 except as otherwise stated herein. Any VLSG Member may, at its sole option and in its sole discretion, choose not to participate in any such action and, in such instance, shall not be obligated to fund any Costs associated with such action or entitled to share in any of the proceeds derived therefrom. In the event that any VLSG Member chooses not to participate in such action, the remaining VLSG Members may, but need not, arrive at a separate agreement with such opt-out VLSG Member regarding such VLSG Member's participation in the litigation and the costs and benefits thereof.

**6.8** It is specifically agreed by each VLSG Member that it will cooperate with the other VLSG Members in regard to providing information including, but not limited to, documents and witnesses in regard to identifying, investigating and pursuing any potentially responsible party at this Site, irrespective of whether or not such VLSG Member will share in the proceeds derived from the pursuit of such PRPs under Paragraph 6.

**6.9 Waiver of Conflict of Interest.** In the event that the VLSG Members collectively determined that it would be in their interest to retain common counsel to initiate and pursue litigation as provided in Section 6 hereto, each VLSG Member agrees that: (1) it will not claim or assert that, based solely on said counsel's past or present representation of an Original Member or New Member, said counsel has a conflict of interest in performing legal services authorized by the VLSG Members and consistent with the individual VLSG Member's powers, duties and responsibilities; (2) it will not claim or assert that, based solely on said counsel's representation of the VLSG Members under the terms of the FFO, the Valleycrest Site Agreement, and this Amended Site Agreement, said counsel has a conflict of interest in connection with any representation of any other person or entity in a matter pending as of the date of receiving notice of intent to hire said counsel; (3) it will not claim or assert that, based solely on said counsel's representation of the VLSG Members under the terms of the Valleycrest Site Agreement or this Amended Site Agreement, said counsel has a conflict of interest in any future representation of any person or entity, including representation of the VLSG Members in litigation, against a VLSG Member to enforce the provisions of the Valleycrest Site Agreement and this Amended Site Agreement or in a subsequent action to recover costs or pursue claims for contribution; (4) in the event that any conflict develops in the performance of work authorized by the VLSG Members by said counsel and the legal services authorized by any VLSG Member that has retained that counsel, the VLSG Member consents to that counsel's continued performance of the work authorized by the VLSG Members.

## 7. CONFIDENTIALITY

**7.1 Shared Information.** From time to time, the VLSG Members may elect to disclose or transmit to each other, directly or through counsel, such information as each VLSG Member, counsel or technical consultant retained by the VLSG deems appropriate for the sole and limited purpose of coordinating activities that are necessary and proper to carry out the purposes of this Amended Site Agreement. Shared information may be disclosed to or transferred among the VLSG Members orally or in writing or by any other appropriate means of communication. The VLSG Members intend that no claim of attorney-client privilege, work product privilege or other privilege or immunity be waived by reason of participation or cooperation pursuant to this Amended Site Agreement.

**7.2 Preservation of Privilege.** Information disclosed by the VLSG Members to counsel may be disclosed to any other VLSG Member, and each VLSG Member hereby expressly consents to treat such disclosure to it as being for the sole purpose of effectuating the purposes of this Amended Site Agreement. Such disclosure shall not be deemed a waiver of the attorney-client privilege or work product immunity or any other privilege.

## 7.3 Confidentiality of Shared Information.

(a) Each VLSG Member agrees that all shared information received from any other VLSG Member or its counsel or technical consultant pursuant to the Valleycrest Site Agreement or this Amended Site Agreement shall be held in strict confidence by the receiving VLSG Member and by all persons to whom confidential information is revealed by the receiving VLSG Member pursuant to the Valleycrest Site Agreement or this Amended Site Agreement, and that such information shall be used only in connection with conducting such activities as are necessary and proper to carry out the purposes of this Amended Site Agreement. In addition, VLSG Members may also disclose shared information to insurers, to the extent requested by insurers and required under the terms of the insurance contract and so long as the insurers agree to maintain the confidentiality of the information in conformance with the provisions of this Amended Site Agreement. In addition, VLSG Members may also disclose shared information to auditors or other accounting personnel to the extent such disclosure is necessary and appropriate for the VLSG Members and the auditor or other accounting personnel to satisfy obligations of the Securities and Exchange Commission.

- (b) Shared information that is exchanged in written or in document form and is intended to be kept confidential may, but need not, be marked "Confidential" or with a similar legend. If such information becomes the subject of an administrative or judicial order requiring disclosure by a VLSG Member of such information in a manner that will render the confidentiality of the information unprotected, the VLSG Member may satisfy its confidentiality obligations hereunder by notifying the VLSG Member that generated the information or, if the information was generated by a technical consultant, by giving notice to said consultant and to the other VLSG Members.
- (c) Each VLSG Member shall take all necessary and appropriate measures to ensure that any person who is granted access to any shared information or who participates in work on common projects or who otherwise assists any counsel or technical consultant in connection with this Amended Site Agreement is familiar with the terms of this Amended Site Agreement and complies with such terms as they relate to the duties of such person.
- (d) The VLSG Members intend by this Section to protect from disclosure all confidential information and documents shared among any VLSG Members or between any VLSG Member and counsel or any technical consultant to the greatest extent permitted by law regardless of whether the sharing occurred before execution of this Amended Site Agreement and regardless of whether the writing or document is marked "Confidential."
- (e) The confidentiality obligations of the VLSG Members under this Section shall remain in full force and effect, without regard to whether actions arising out of the Site are terminated by final judgment, and shall survive the termination of this Amended Site Agreement. The provisions of this Section shall not apply to information which is now or hereafter becomes public knowledge without violation of this Amended Site Agreement, or which is sought and obtained from a VLSG Member pursuant to applicable discovery procedures and not otherwise, protected from disclosure.

**8. DENIAL OF LIABILITY.**

The original Site Agreement, this Amended Site Agreement and the FFOs shall not constitute, be interpreted, construed or used by any VLSG Members or by any other person

14

not a VLSG Member as evidence of any admission of liability, law or fact, a waiver of any right or defense, nor an estoppel against any VLSG Member. However, nothing in this Section is intended or should be construed to limit, bar, or otherwise impede the enforcement of any term or condition of this Amended Site Agreement against any party to this Amended Site Agreement.

**9. INSURANCE**

The VLSG Members do not intend hereby to make any agreement that will prejudice any VLSG Member with respect to its insurers and, by entering into this Amended Site Agreement, anticipate that the actions taken pursuant to this Amended Site Agreement will benefit such insurers.

**10. SUCCESSORS AND ASSIGNS.**

This Amended Site Agreement shall be binding upon the successors and assigns of the VLSG Members. No assignment or delegation of the obligation to make any payment or reimbursement hereunder will release the assigning VLSG Member without the prior written consent of the other VLSG Members.

**11. ADVICE OF COUNSEL.**

Each VLSG Member represents that it has sought and obtained the legal advice it deems necessary prior to entering into this Amended Site Agreement.

**12. NOTICE.**

All notices, bills, invoices, reports, and other communications with a VLSG Member shall be sent to the representative designated by the VLSG Member on said VLSG Member's Valleycrest Landfill Site Participation Amended Site Agreement Signatory Page. Each VLSG Member shall have the right to change its representative upon submission of written notice to the other VLSG Members.

**13. EFFECTIVE DATE.**

The effective date of this Amended Site Agreement shall be the same as the effective date of the FFO.

15

**14. TERMINATION**

Except as stated otherwise herein, this Amended Site Agreement shall terminate and have no further effect upon completion of all obligations of the VLSG Members pursuant to the FFO or such other time as a Court may establish.

**15. AMENDMENTS**

This Amended Site Agreement may be further amended only by a vote of at least two-thirds of the Voting Power of the VLSG Members at a meeting called for the purpose of considering such an amendment. Such amendment must be in writing. However, Section 3, and 6 and Subsections 4.3, 5.1, 5.2, 5.3, 5.4, and 22 of this Amended Site Agreement may be further amended only by a unanimous vote of 100% of the Voting Power of the VLSG Members.

**16. ADDITIONAL MEMBERS.**

The VLSG Members may approve the entry into this Amended Site Agreement of additional entities as VLSG Members after the effective date of the Amended Site Agreement. The terms and conditions of participation of such additional entities shall be determined by the VLSG Members.

**17. SEPARABILITY.**

If any provision of this Amended Site Agreement is deemed invalid or unenforceable, the balance of this Amended Site Agreement shall remain in full force and effect.

**18. ENTIRE AGREEMENT.**

This Amended Site Agreement constitutes the entire agreement and understanding of the VLSG Members with respect to its subject matter and no modification shall be effective unless it is in writing executed by an authorized representative of each VLSG Member.

**19. APPLICABLE LAW.**

For purposes of enforcement or interpretation of this Amended Site Agreement, the members agree that the laws of the State of Ohio shall be applicable, and further agree not to contest personal jurisdiction in any State or Federal Court in Ohio with respect to litigation brought to enforce or interpret this Amended Site Agreement.

**20. SEPARATE DOCUMENTS.**

This Amended Site Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**21. NO THIRD PARTY BENEFICIARIES.**

This Amended Site Agreement is made solely for the benefit of the parties hereto. Nothing herein expressed or implied is intended to or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies under or by reason of this Amended Site Agreement.

**22. COVENANT NOT TO SUE.**

In consideration of the mutual undertakings in this Agreement, each VLSG Member covenants not to sue the other VLSG Members or their officers, directors, shareholders, subsidiaries, affiliates, employees or agents with respect to any claims relating to matters covered by this Amended Site Agreement only except for (a) any claims relating to the enforcement of this Amended Site Agreement or (b) any claims among the VLSG Members expressly reserved pursuant to the FFOs and/or this Amended Site Agreement. The VLSG Members expressly reserve the right, jointly and severally, to take such actions as may be necessary to collect or compel the payment by any other VLSG Member of any amounts due and payable pursuant to this Amended Site Agreement. Until this Amended Site Agreement is amended to provide otherwise, the VLSG Members expressly reserve, jointly and severally, all claims or causes of action among the VLSG Members that are outside the scope of the covenant not to sue in this Paragraph 22. In addition, this provision shall apply only to Danis, Waste Management and its subsidiaries and affiliate companies as of the date of execution of this Amended VLSG Site Agreement and their successors and assigns but shall not apply to any company acquired or obtained in any fashion by Danis or Waste Management after the execution date hereof. It is specifically understood that Danis and Waste Management are not waiving any claims they now have or may have in the future against Peerless for any matters not covered by the January 12, 1995 VLSG Site Participation Agreement.

**IN WITNESS WHEREOF,** the VLSG Members hereto, which may be by and through their appointed counsel, enter into this Amended Site Agreement by execution of the Valleycrest Landfill Site Participation Amended Site Agreement Signatory Page. Each person signing the Valleycrest Landfill Site Participation Amended Site Agreement Signatory Page represents and warrants that he or she has been duly authorized to enter into this Amended Site Agreement by the company or entity on whose behalf it is indicated that the person is signing. Each VLSG Member shall signify its consent and intent to enter into

this Amended Site Agreement by delivery of a completed and signed "Valleycrest Landfill  
Site Participation Amended Site Agreement Signatory Page" to:

Vincent B. Stamp  
Dinsmore & Shohl  
1900 Chemed Center  
255 East Fifth Street  
Cincinnati, Ohio 45202

**Appendix A**

Participant	% Share
DanisWMX	46
Inland	13.932
Delco	6.966
Frigidaire	1.728
Cargill	6.966
Dayton Walther	6.966
NCR	6.966
Standard Register	6.966
Duriron	3.483

VALLEYCREST LANDFILL SITE  
PARTICIPATION AMENDED SITE AGREEMENT SIGNATORY PAGE

Danis Industries Corporation hereby enters into and shall participate in the  
(Member)  
Valleycrest Landfill Site Participation Amended Site Agreement:  
Dated: May 22, 1998  
Member: Danis Industries Corporation  
Signature:   
Name: Gregory L. McCann  
Title: Senior Vice President, General Counsel and Secretary

Said Member hereby designates the following Representative for receipt of notice and  
invoices:

Name: Gregory L. McCann  
Title: Senior Vice President, General Counsel and Secretary  
Address: P.O. Box 725, Dayton, OH 45401-0725  
Telephone: (937) 220-4904  
Facsimile: (937) 228-1194

CDM\APC\DOCS\0325601

VALLEYCREST LANDFILL SITE  
PARTICIPATION AMENDED SITE AGREEMENT SIGNATORY PAGE

Florence C. Carter  
(Formerly Director) hereby enters into and shall participate in the  
(Member)  
Valleycrest Landfill Site Participation Amended Site Agreement:  
Dated: May 22, 1998  
Member: Florence Carter (FCE) DRECU (CC. JCC.)  
Signature:   
Name: ROBERT ROBERTS JR.  
President, General Counsel  
Title:

Said Member hereby designates the following Representative for receipt of notice and  
invoices:

Name: ROBERT ROBERTS JR.  
President, General Counsel  
Title:  
Address: 122 Ladd Street, Cedarville, OH 45314  
Telephone: (937) 442-2537  
Facsimile: (937) 443-2237

**VALLEYCREST LANDFILL SITE  
PARTICIPATION AMENDED SITE AGREEMENT SIGNATORY PAGE**

The Standard Register Company, hereby enters into and shall participate in the  
(Member)  
Valleycrest Landfill Site Participation Amended Site Agreement:  
Dated: May 27, 1998  
Member: The Standard Register Company  
Signature:   
Name: Peter S. Redding  
Title: President and Chief Executive Officer

Said Member hereby designates the following Representative for receipt of notice and  
invoices:

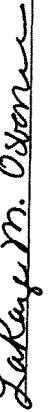
Name: Kathryn A. Lamme  
Title: Corporate Vice President, Secretary and Deputy General Counsel  
Address: 600 Albany Street, Dayton OH 45408  
Telephone: (937) 443-1540  
Facsimile: (937) 443-3431

Said Member hereby designates the following Representative for receipt of notice and  
invoices:

Name: LaRaye M. Osborne  
Title: Senior Attorney  
Address: 15407 McGinty Road West, Law/24  
Telephone: (612) 742-6374  
Facsimile: (612) 742-6349

2009APR0200525891

**VALLEYCREST LANDFILL SITE  
PARTICIPATION AMENDED SITE AGREEMENT SIGNATORY PAGE**

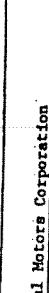
Cargill, Incorporated, hereby enters into and shall participate in the  
(Member)  
Valleycrest Landfill Site Participation Amended Site Agreement:  
Dated: June 10, 1998  
Member: Cargill, Incorporated  
Signature:   
Name: LaRaye M. Osborne  
Title: Senior Attorney

Said Member hereby designates the following Representative for receipt of notice and  
invoices:

Name: LaRaye M. Osborne  
Title: Senior Attorney  
Address: Wayzata, MN 55391  
Telephone: (612) 742-6374  
Facsimile: (612) 742-6349

2009APR0200525891

**VALLEYCREST LANDFILL SITE  
PARTICIPATION AMENDED SITE AGREEMENT SIGNATORY PAGE**

<b>General Motors Corporation</b> Member Valleycrest Landfill Site Participation Amended Site Agreement	<u>Date:</u> June 15, 1998	<u>Member:</u> General Motors Corporation 	<u>Signature:</u> Name: Don A. Schiemann <u>Title:</u> Attorney
---	-------------------------------	---	---

Said Member hereby designates the following Representative for receipt of notice and invoices:

Name:	<u>Don A. Schiemann</u>
Title:	<u>Attorney</u>
Address:	<u>Legal Staff General Motors Building MC: 4B0-112-149</u>
Telephone:	<u>3044 W. Grand Blvd. Detroit, MI 48202 (313) 556-2175</u>
Fax/Email:	<u>(313) 974-5467</u>

OPEN ACCESS

**VALLEYCREST LANDFILL SITE  
PARTICIPATION AMENDED SITE AGREEMENT SIGNATORY PAGE**

<p><u>NCR Corporation</u> (Member)</p> <p>Valleycrest Landfill Site Participation Amended Site Agreement:</p>	<p>hereby enters into and shall participate in the</p>
<p>Dated:</p>	<p>June 5, 1998</p>
<p>Member:</p>	
<p>Signature:</p>	<p>Paul M. Samson</p>
<p>Name:</p>	<p>Senior Attorney</p>
<p>Title:</p>	

Said Member hereby designates the following Representative for receipt of notice and invoices:

Name:	<u>Paul M. Samsom</u>
Title:	<u>Senior Attorney</u>
Address:	<u>101 W. Schantz Avenue, ECD2</u>
Telephone:	<u>Dayton, OH 45479</u>
	<u>937.445.2908</u>

-10-



**EXHIBIT A**  
**Governmental Entity Agreement**

**VALLEYCREST LANDFILL SITE**  
**GOVERNMENTAL ENTITY PARTICIPATION AGREEMENT**

This Valleycrest Landfill Site Governmental Entity Participation Agreement ("Agreement") is entered between and among: (1) the parties to the Valleycrest Landfill Site Participation Agreement ("Original Members"); (2) Waste Management Inc., Waste Management of Ohio, Inc., SCA Services of Ohio, Inc., and Danis Industries Corporation ("New Members"); and (3) members thereof, as set forth in Exhibit A ("Governmental Solid Waste Management District and the Members, New Members and Governmental Entity Members"). The Original Valleycrest Landfill Site Group ("VLSG") or VLSG Members.

WHEREAS, many additional companies and individuals are Potentially Responsible Parties ("PRPs") pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), for conditions at the Valleycrest Landfill Site in Dayton, Ohio ("Site"), as described in the Ohio Environmental Protection Agency's ("Ohio EPA") January 31, 1995 Final Findings and Orders ("FFO") concerning the Site (attached hereto as Exhibit B);

WHEREAS, the parties desire to avoid litigation with the United States, the State of Ohio, and among themselves, and therefore enter this Agreement to fund performance of certain necessary work at the Site;

WHEREAS, without admitting any fact, responsibility, fault or liability in connection with the Site the Original Members jointly agreed to the FFO for the purpose of conducting a Remedial Investigation and Feasibility Study ("RI/FS") for the Site;

WHEREAS, on or about January 12, 1995 the Original Members jointly entered into the Valleycrest Landfill Site Participation Agreement to establish a framework for complying with the terms of the FFO, and to cooperate among themselves in that effort;

WHEREAS, on or about May 22, 1998 the Original Members and New Members entered into the First Amended Valleycrest Landfill Site Participation Agreement, pursuant to which the New Members were added to the VLSG; and

WHEREAS, the VLSG Members, or certain of them, may determine that it is in their interest to initiate litigation against some or all of the PRPs that are not VLSG Members with the goal of arriving at an equitable allocation of the necessary costs of response which shall be incurred to comply with the FFO and conduct any other necessary and agreed upon response activities in conformance with the requirements of the National Contingency Plan ("NCP");

NOW THEREFORE, in consideration of the foregoing and the promises and covenants contained herein, the VLSG Members mutually agree as follows:

**1. DEFINITIONS**

**1.1** The term "Valleycrest Site Agreement" shall mean the agreement entered into on or about January 12, 1995, a copy of which is attached hereto as Exhibit C.

**1.2** The term "First Amended Valleycrest Site Agreement" shall mean the agreement entered into on or about May 22, 1998, a copy of which is attached hereto as Exhibit D.

**1.3** The term "Costs" means all expenses incurred on and after January 12, 1995 to satisfy obligations pursuant to the FFO or to otherwise comply with the terms of the FFO, to implement the purposes of this Agreement, including without limitation implementing the RI/FS for the Site, to reimburse the Ohio EPA's past and future response costs and oversight costs in accordance with the FFO, and to reimburse related project management and administrative costs under this agreement, including attorney's fees of a similar nature, but excluding fees or expenses of attorneys or other persons which relate to litigation, efforts to search for and identify additional PRPs or efforts to add Members to the VLSG.

**1.4** To the extent that other terms used in this Agreement are defined within the FFO, such terms shall have the same meaning herein.

**2. VALLEYCREST LANDFILL SITE GROUP**

The Original Members, New Members and Governmental Entity Members hereby organize and constitute themselves as the VLSG. Each entity whose authorized representative has executed this Agreement is a VLSG Member. Peerless Transportation Company shall be a VLSG Member, but shall have no vote (as provided in Subsection 4.3 hereof).

**3. PURPOSE**

**3.1 General Purpose.** This Agreement shall control: (a) the manner and means by which the VLSG Members will undertake to satisfy their obligations pursuant to the FFO and to otherwise comply with the terms of the FFO, including without limitation the implementation of the RI/FS and payment of Ohio EPA's past and future response costs and oversight costs; and (b) the manner in which the VLSG Members, or certain of them, will pursue through litigation or other means whatever such rights, claims and causes of action that the Original, New or Governmental Entity Members might have against other companies or individuals responsible or potentially responsible for conditions at the Site.

**3.2 Financial Obligations and Assurances.** Each VLSG Member warrants that it presently has, or has the ability to obtain in a timely manner, sufficient funds to satisfy its obligations under this Agreement, the Valleycrest Site Agreement on the First Amended Valleycrest Site Agreement (collectively "the Three Agreements"). Upon any VLSG Member's default of an obligation hereunder, such defaulting VLSG Member shall pay the full balance of its past unpaid obligations and any current unpaid obligations under this Agreement. Such payment upon default shall not terminate the VLSG Member's future obligations hereunder.

**3.3 Bankruptcy.** Each VLSG Member agrees that in the event of its bankruptcy, all obligations under this Agreement shall be entitled to an administrative expense priority for all purposes under the United States Bankruptcy Code, and each VLSG Member further agrees that it shall not object in any bankruptcy proceeding to treatment of obligations under this Agreement as an administrative expense.

**3.4 Fair Share.** Each VLSG Member agrees that in any action brought to enforce its obligations under any of the Three Agreements it shall not contest the fairness of the underlying cost allocation or other provisions thereof.

**3.5 Cooperation.** The VLSG Members shall cooperate with each other to effectuate the purposes of this Agreement, shall attempt to make decisions by consensus, and shall attempt to resolve any disputes among themselves through good faith negotiation.

**3.6 Amended FFO.** The Governmental Entity Members agree to execute an amendment to the FFO, the effect of which will be to bind them to the terms of the FFO.

**4. ORGANIZATION AND PROCEDURE**

**4.1 Meetings.** The VLSG Members may authorize or direct actions under this Agreement only at meetings duly held and called for such purpose, which meetings shall be called from time to time as determined necessary by the VLSG Members. Any three VLSG Members or any Member or Members holding 40% or more of the voting shares under this Agreement may call such a meeting, which may be held by telephone conference. The Governmental Entity Members shall constitute a single VLSG Member for purposes of this Agreement.

**4.2 Notice of Meetings.** Written notice of the time, place and purpose of any meeting of the VLSG shall be given to each VLSG Member entitled to vote at such meeting. In addition, in the event a meeting is called on less than five (5) days written notice, the VLSG Member(s) calling the meeting shall make a reasonable effort to provide notice in fact to every VLSG Member. A "reasonable effort" may include, but is not limited to, facsimile, telephone or electronic-mail notification of the date, time, location and subject matter of such meeting.

**4.3 Voting.** Except as specifically stated otherwise in paragraph (d) of this Subsection 4.3, at VLSG meetings each VLSG Member shall have a vote as follows:

- (a) Each VLSG Member shall have a vote weighted in accordance with the VLSG Member's percentage-based obligation to pay the Costs as defined in Subsection 1.3 hereof;
- (b) A Member may not vote if it has a past due assessment hereunder or has failed to pay the interest due as a result of such a past due assessment.
- (c) All matters brought before the VLSG for decision shall be decided by a majority vote of the VLSG Members, weighted in the manner specified in paragraph (a) of this Subsection 4.3.
- (d) Peerless Transportation Company shall have no vote.

**4.4 Voting by Proxy.** A VLSG Member eligible to vote at a meeting may by written instrument assign its right to vote to another VLSG Member eligible to vote at the meeting.

**4.5 Enumerated Powers of the VLSG Members.** In addition to other powers, duties and responsibilities enumerated in this Agreement, the VLSG Members shall have authority to:

- (a) Negotiate with the Ohio EPA, the U.S. Environmental Protection Agency ("U.S. EPA"), any other governmental entity having jurisdiction regarding the Site and other persons with respect to all matters relating to this Agreement and the FFO;
- (b) Determine when a VLSG Member is in default of its obligations under any of the Three Agreements;
- (c) Review and, as appropriate, approve payment of invoices and bills for services to the VLSG;
- (d) Enter into contracts to achieve the purposes of this Agreement and the FFO;
- (e) Prepare invoices to the VLSG Members in accordance with the provisions of Section 5 hereof; and
- (f) Initiate and direct litigation in accordance with the provisions of Section 6 hereof.

The VLSG may establish subcommittees of VLSG Members to carry out or perform activities arising under this Agreement.

**4.6 Separate Counsel.** Each VLSG Member reserves the right to select and retain its own counsel to represent such VLSG Member, in any matter. All fees and expenses of such counsel shall be borne by the individual VLSG Member and shall not be Costs paid by the VLSG Members.

**4.7 Providing Members with Information.** Upon the request of any VLSG Member, the VLSG shall make available to that Member any reports submitted to or by the VLSG Members in connection with the performance of the VLSG's obligations under any of the Three Agreements or the FFO.

## **5. FUNDING OBLIGATIONS**

**5.1 Governmental Entity Members.** The Governmental Entity Members' liability for payment of the Costs is as follows:

- (a) The Governmental Entity Members shall pay seven (7) percent of the Costs as defined in Subsection 1.3 of this Agreement, up to and not exceeding seven (7) percent of Costs in the amount of \$4,000,000, such that the collective maximum liability of the Governmental Entity Members for the Costs shall not exceed \$280,000. The Original Members and New Members expressly waive any right to seek Costs from the Governmental Entity Members in excess of \$280,000 and will not contend in any legal proceeding that the liability of the Governmental Entity Members exceeds \$280,000.
- (b) The provisions of Subsection 5.1(a) are subject to the following additional terms and conditions:
  - (i) The allocation provided in Subsection 5.1(a) is only for the purpose of funding the Costs and does not address allocation of liability, if any, for other costs of response concerning the Site ("Future Costs"), including, but not limited to, costs of response incurred in complying with any U.S. EPA administrative order on consent or under 42 U.S.C. § 9606 regarding the Site (as used herein, the terms "response costs" and "costs of response" have the same meaning as in 42 U.S.C. §§ 9601(25) and 9607).
  - (ii) If after the date of this Agreement the percentage share of the Costs of one or more Original or New Members is reduced due to a reallocation of liability for the Costs, the Governmental Entity Members shall receive no credit or refund against amounts due or paid hereunder. By way of example only, if, after the date of this Agreement, liability for a share of the Costs is agreed to or imposed upon a PRP who as of such date was not a party to any of the Three Agreements, and as a result thereof the respective percentage share of the Costs of one or more Original or New Members is reduced, the

Governmental Entity Members' seven (7) percent share of the Costs (up to but not exceeding \$280,000) shall not be diminished.

- (iii) The parties expressly reserve the right to assert any positions they deem appropriate regarding allocation of liability for Future Costs to any party or other entity. By way of example, but not limitation, nothing in this Agreement shall prejudice any position the Governmental Entity Members may assert regarding: (A) application of U.S. EPA's Announcement and Publication of the Policy for Municipality and Municipal Solid Waste; CERCLA Settlements at NPL Co-Disposal Sites; 63 Fed. Reg. 8197 (Feb. 18, 1998) ("Municipal Settlement Policy") to determine the extent of their liability, if any, for Future Costs; or (B) the manner in which the Governmental Entity Members' payment of the Costs pursuant to the percentage-based allocation method otherwise provided herein should be credited if a unit cost-based allocation method, such as the method underlying the Municipal Settlement Policy, were applied to determine the Governmental Entity Members' liability, if any, for Future Costs; provided that the Governmental Entity Members expressly waive application of the Municipal Settlement Policy to determine their share of the Costs, which is instead determined as specified in Subsection 5.1.(a). By way of further example, but not limitation, nothing in this Agreement shall prejudice any position the Original Members or New Members may assert regarding the inapplicability of the Municipal Settlement Policy in determining the Governmental Entity Members' liability for costs of response or the manner in which the Governmental Entity Members' payments pursuant to the percentage-based allocation method provided herein would be credited in the event that the Governmental Entity Members' liability for Future Costs is determined using a unit cost-based allocation method.
- (iv) The Original Members and New Members agree to use their best efforts to include in all future settlements with other PRPs a covenant not to sue the Governmental Entity Members for contribution due to the payment of Costs by such other PRPs.

(e) With respect to Costs incurred on and after the effective date of this Agreement, the Governmental Entity Members agree to pay their share thereof according to the scheduling provisions of this Agreement.

- (i) The Governmental Entity Members agree that all amounts paid by any Original or New Member pursuant to the FFO, the Valleycrest Site Agreement or the First Amended Valleycrest Site Agreement shall be considered in any future allocation concerning costs of response at the Site, insofar as such allocation includes the Costs, the amounts paid by each Original and New Member pursuant to the FFO, the Valleycrest Site Agreement or the First Amended Valleycrest Site Agreement shall be credited against such Original or New Member's share pursuant to a final allocation of such costs of response.

#### **5.2 Original Members and New Members.** The Original Members and New Members shall be severally liable for their respective percentage shares of the Costs as set forth in Exhibit E.

- 5.3 Peerless Transportation Company ("Peerless").** Peerless has paid twenty-thousand dollars (\$20,000) into the Escrow Account referred to in Subsection 5.4. It is agreed that this \$20,000 payment by Peerless shall accrue solely to the benefit of the Original Members. In addition, Peerless agrees to cooperate by providing to the VLSG Members such information as they deem appropriate to assist the VLSG in the identification of additional PRPs and/or to identify information regarding any PRP's usage of, involvement with or other relationship to the Site. Such cooperation shall include, by way of example and without limitation, access to business records and documents and past and present employees.

- 5.4 Assessments.** The Original Members have established an Escrow Account to receive and hold monies provided by the VLSG Members. The VLSG Members shall approve assessments which shall represent their respective obligations for payment of Costs pursuant to this Agreement and/or other agreements that apply variously to them and which taken together comprise the Three Agreements, and issue additional invoices to the individual VLSG Members as necessary to assure that the Escrow Account always has sufficient funds to finance the work that is scheduled to be performed during the next ninety (90) days under the FFO and the Three Agreements.

- 5.5 Late Payments.** Except where otherwise specified, each VLSG Member has sixty (60) days to make timely payment of any invoice or other obligation hereunder. The VLSG Members may declare in default any VLSG Member that has failed or refused to make timely payment of any such invoice or other obligation. In addition, in the event a VLSG Member fails or refuses to make timely payment of any obligation hereunder (including any amount due upon default), such VLSG Member shall be liable for interest on the amount due at a rate of 12 % per annum, compounded monthly, with such interest being due on the first day after the payment is due, and on each monthly anniversary thereafter.

**5.6 Enforcement.** In the event that the VLSG deems it appropriate to initiate measures to enforce a VLSG Member's obligations under any of the Three Agreements, including but not limited to litigation, and the position of the VLSG is substantially sustained as a result of such enforcement measures, the defaulting VLSG Member shall indemnify the VLSG and hold it harmless for any and all costs, fees or expenses, including without limitation attorneys fees and court costs, which the VLSG Members might incur.

**5.7 Accounting for Funds.** On at least an annual basis, the VLSG shall prepare or cause to be prepared an accounting of monies the VLSG received, disbursed and obligated. Upon termination of this Agreement, the VLSG Members shall prepare or shall cause to be prepared a final accounting statement.

**5.8 Purpose of Funds.** All monies provided by the VLSG Members pursuant to the Three Agreements shall be used solely for the purposes thereof, and shall not be considered as payment of any fines, penalties or monetary sanctions.

## 6. ASSIGNMENT OF CLAIMS AND LITIGATION BY MEMBERS AGAINST OTHER PRPs

**6.1 Assignment Of Claims Against Other PRPs.** Except as stated herein, the Governmental Entity Members (individually) hereby assign to the other VLSG Members (individually and collectively) all rights, claims or causes of action arising from the incurrence of Costs pursuant to the Three Agreements and the FFO, including without limitation claims or causes of action for contribution against any third party who is potentially responsible for Costs at the Site, and that assignment, together with similar assignments under any of the Three Agreements, shall be deemed to have been made for the benefit of all VLSG Members so that all VLSG Members (individually and collectively) are the assigns of all such third-party claims of all VLSG Members. Notwithstanding the immediately preceding sentence, the Governmental Entity Members shall retain all rights, claims or causes of action they may have with respect to insurance coverage or contractual indemnity, as against any party other than a VLSG Member, whether by way of insurance contract or other contract, or for costs of response other than the Costs. The assignment hereunder shall not be affected by any VLSG Member's choice to opt out of any litigation under Subsection 6.2 of this Agreement.

**6.2 Litigation Against Other PRPs.** Except as specifically stated otherwise, the Original Members and New Members may, as they deem appropriate, originate, pursue, defend or settle any litigation or claim that they may have against any third-party PRP, including claims for Costs assigned under Subsection 6.1 above. The Governmental Entity Members shall not share in any expense incurred in connection with such litigation or claims, nor shall they obtain any of the proceeds derived therefrom.

**6.3 VLSG Member Cooperation.** Each VLSG Member agrees to cooperate with the other VLSG Members for the purpose of identifying, investigating and pursuing any PRP at the Site, including providing access to pertinent documents and witnesses, irrespective of whether such VLSG Member will share in the proceeds derived from the pursuit of such PRPs under Subsection 6.2.

**6.4 Waiver of Conflict of Interest.** In the event that the VLSG Members collectively determine that it would be in their interest to retain common counsel for matters arising under this Agreement, each VLSG Member agrees that it will not claim or assert, based solely on said counsel's past, present or future representation of the VLSG or any Original, New or Governmental Entity Member, that said counsel has a conflict of interest: (1) in performing legal services authorized by the VLSG; (2) in representation of any other person or entity in a matter pending as of the date of receiving notice of intent to hire said counsel; (3) in representation of the VLSG in litigation against a VLSG Member to enforce the provisions of any of the Three Agreements; or (4) in litigation to recover costs of response or pursue claims for contribution regarding the Site. In the event that any conflict develops in the performance of such common counsel's legal services for the VLSG and the legal services for which an individual VLSG Member has retained the same counsel, such VLSG Member consents to common counsel's continued performance of the work authorized by the VLSG.

## 7. CONFIDENTIALITY

**7.1 Preservation of Privilege.** The VLSG Members may jointly coordinate activities that are necessary and proper to carry out the purposes of this Agreement, including without limitation prosecution or defense of claims related to the Site (herein "Joint Efforts"). In connection with the Joint Efforts, the VLSG Members may conduct a mutual exchange of certain information, pool certain individual attorney work product as each VLSG Member may elect, and coordinate research, investigation and discovery. Each VLSG Member affirms that conversations, documents, interview memoranda, results of research or investigations, and compilations of data or documents, created or undertaken by the VLSG Members or their respective counsel in connection with the Joint Efforts are subject to the attorney/client, work product, joint defense, and other privileges. Each VLSG Member agrees that it will assert all such privileges in opposition to any discovery request propounded by any person or entity not a party to this Agreement, who seeks information that such VLSG Member has received or developed in the Joint Efforts.

**7.2 Confidentiality of Shared Information.** The following provisions apply to all shared information regardless of whether particular shared information is privileged from disclosure by the attorney/client, work product, joint defense or other privileges:

- (a) Each VLSG Member agrees that all shared information received from any other VLSG Member or its counsel or technical consultant pursuant to any of the Three Agreements shall be held in strict confidence by the receiving VLSG Member and all persons to whom the receiving VLSG Member

reveals such confidential information, and that such information shall be used only in connection with activities necessary and proper to carry out the purposes of this Agreement. In addition, VLSG Members may disclose shared information to insurers to the extent requested by insurers and required under the terms of the applicable insurance contracts, provided that such insurers agree to maintain the confidentiality of the information in conformance with the provisions of this Agreement. In addition, VLSG Members may also disclose shared information to auditors or other accounting personnel as necessary to satisfy obligations arising under federal, state or local law.

(b)

Shared information that is exchanged in written or document form and intended to be kept confidential may but need not be marked "Confidential" or with a similar legend. If such information becomes the subject of an administrative or judicial order requiring disclosure by a VLSG Member in a manner that will render the confidentiality of the information unprotected, the VLSG Member may satisfy its confidentiality obligations hereunder by providing timely notice of such order to the VLSG Member that generated the information or, if the information was generated by a technical consultant for the VLSG, by providing timely notice of the order to said consultant and the VLSG Members.

(c)

Each VLSG Member shall take all necessary and appropriate measures to ensure that any person who is granted access to any shared information, participates in work on common projects or otherwise assists any counsel or technical consultants in connection with matters arising under this Agreement, is familiar with the terms hereof and complies with such terms as they relate to the duties of such person.

(d)

The VLSG Members intend by this Section to protect from disclosure all confidential information and documents shared among any VLSG Members, or between any VLSG Member and counsel or technical consultants, to the maximum extent permitted by law regardless of whether particular shared information was marked "Confidential" or was exchanged before execution of this Agreement.

(e)

The confidentiality obligations of the VLSG Members under this Section shall remain in full force and effect and survive termination of this Agreement. The provisions of this Section shall not apply to information which is now or hereafter becomes public knowledge without violation of this Agreement, or which is sought and obtained from a VLSG Member pursuant to applicable discovery procedures and not otherwise protected from disclosure.

**8. DENIAL OF LIABILITY**

Nothing in the Three Agreements or the FFO shall constitute or be interpreted, construed or used by any VLSG Member or by any other person as evidence of an admission of liability, law or fact, waiver of any right or defense, or as an estoppel against any VLSG Member; provided that nothing in this Section is intended or should be construed to limit, bar or otherwise impede enforcement of any term or condition of any of the Three Agreements.

**9. INSURANCE**

Nothing herein is intended to prejudice any VLSG Member with respect to its insurers and the VLSG Members anticipate that the actions taken pursuant to the Three Agreements will benefit such insurers.

**10. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the successors and assigns of the VLSG Members. No assignment or delegation of the obligation to make any payment or reimbursement hereunder will release the assigning VLSG Member without the prior written consent of the other VLSG Members.

**11. ADVICE OF COUNSEL**

Each VLSG Member represents that it has sought and obtained the legal advice it deems necessary prior to entering this Agreement.

**12. NOTICE**

All notices, bills, invoices, reports and other communications with a VLSG Member shall be sent to the representative designated by the VLSG Member on said Member's signatory page. Each VLSG Member shall have the right to change its representative upon submission of written notice to the other VLSG Members.

**13. EFFECTIVE DATE**

This Agreement shall be effective as of December 21, 1998.

**14. TERMINATION**

Except as stated otherwise herein, this Agreement shall terminate and have no further effect upon completion of all obligations of the VLSG Members pursuant to the TFO.

**15. AMENDMENTS**

This Agreement may be amended only by a written instrument approved by an affirmative vote of at least two-thirds of the VLSG Members at a meeting called for the purpose of considering such an amendment; provided that no such amendment approved by less than a unanimous vote of all VLSG Members can result in the imposition of any obligation not otherwise provided for in this Agreement or the elimination of any right arising from or preserved by this Agreement; and further provided that Sections 3, 5, 6, 15 and 22 and Subsections 1.3 and 4.3 of this Agreement may be amended only by a written instrument executed by the authorized representative of each VLSG Member.

**16. ADDITIONAL MEMBERS**

The VLSG Members may approve the entry into this Agreement of additional entities as VLSG Members after the effective date hereof. The terms and conditions of participation by such additional entities shall be determined by the VLSG Members.

**17. SEVERABILITY**

If any provision of this Agreement is deemed invalid or unenforceable, the balance hereof shall remain in full force and effect.

**18. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the VLSG Members with respect to its subject matter and no modification shall be effective unless made in conformance with Section 15.

**19. APPLICABLE LAW**

For purposes of enforcement or interpretation of this Agreement, the VLSG Members agree that the laws of the State of Ohio shall be applicable, and further agree not to contest personal jurisdiction in any state or federal court in Ohio with respect to litigation brought to enforce or interpret this Agreement.

**20. EXECUTED IN COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**21. NO THIRD PARTY BENEFICIARIES**

This Agreement is made solely for the benefit of the parties hereto. Nothing herein expressed or implied is intended to or shall be construed to confer upon or give any rights or remedies to any person or entity other than the parties hereto.

**22. COVENANT NOT TO SUE**

In consideration of the mutual understandings in this Agreement, and subject to the exceptions set forth below, each VLSG Member covenants not to sue the other VLSG Members or their officers, directors, shareholders, subsidiaries, affiliates, employees or agents with respect to any claims relating to matters covered by this Agreement. The foregoing covenant does not apply to: (a) any claims relating to the enforcement of this Agreement, and the VLSG Members expressly reserve the right, jointly and severally, to take such actions as may be necessary to collect or compel the payment by another VLSG Member of any amounts due and payable pursuant to any of the Three Agreements; (b) any claims among the VLSG Members that are otherwise expressly reserved pursuant to this Agreement; (c) any claims or causes of action among the VLSG Members that are outside the scope of the foregoing covenant; and (d) any claim acquired in any fashion by either (i) Danis Industries Corporation ("Danis") or (ii) Waste Management, Inc., Waste Management of Ohio, Inc., or SCA Services of Ohio, Inc. (collectively "Waste Management") after the date of execution of the First Amended Site Agreement. It is specifically understood that Danis and Waste Management are not waiving any claims they now have or may have in the future against Peerless for any matters not covered by the January 12, 1995 Valleycrest Site Participation Agreement.

IN WITNESS WHEREOF, the parties enter into this Agreement by executing the "Valleycrest Landfill Site Governmental Entity Participation Agreement Signatory Page", including execution thereof by and through their appointed counsel. Each person executing this Agreement represents and warrants that he or she has been authorized to do so by the company or entity on whose behalf it is indicated that the person is signing. Each VLSG Member shall signify its consent and intent to enter into this Agreement by delivering a completed and signed "Valleycrest Landfill Site Governmental Entity Participation Agreement Signatory Page" to:

Vincent B. Stump  
Dinsmore & Shohl  
1900 Clifton Center  
255 East Fifth Street  
Cincinnati, Ohio 45202

### Exhibit A

#### MONTGOMERY COUNTY SOLID WASTE MANAGEMENT DISTRICT

The following local government entities comprise the Montgomery County Solid Waste Management District:

Montgomery County, Ohio	City of Centerville City of Dayton City of Englewood City of Huber Heights City of Kettering City of Miamisburg City of Moraine City of Oakwood City of Riverside <sup>y</sup> City of Trotwood <sup>y</sup> City of Union City of Vandalia City of West Carrollton Village of Brookville	Village of Clayton <sup>y</sup> Village of Farmersville Village of Germantown Village of New Lebanon Village of Phillipsburg <sup>#</sup> Butler Township Clay Township German Township Harrison Township Jackson Township Jefferson Township Miami Township Perry Township Washington Township
-------------------------	--	--

<sup>y</sup> Effective January 1, 1994, the Village of Riverside and Mad River Township merged and became the City of Riverside.

<sup>#</sup> Effective January 1, 1996, Madison Township merged into the City of Trotwood.

<sup>x</sup> Effective January 1, 1998 Randolph Township merged into the Village of Clayton.

<sup>w</sup> Effective January 1, 1996, the Village of Phillipsburg became a member of the Montgomery County Solid Waste Management District.

### Exhibit E

#### ORIGINAL AND NEW MEMBERS' PERCENTAGE SHARES

The Original and New Members' respective percentage liability shares with respect to the Costs are as follows:

Waste Management Inc., Waste Management of Ohio, Inc., SCA Services of Ohio, Inc., and Danis Industries Corporation	46%
General Motors Corporation	19.70977%
Cargill, Incorporated	6.0645%
Dayton Walther Corp.	6.0645%
NCR Corporation	6.0645%
Standard Register Company	6.0645%
Duriron Company, Inc.	3.03225%

1003-0317-702-recline

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

Danis Industries Corporation \_\_\_\_\_ hereby enters into and shall participate in the Valleycrest  
(Member)

Landfill Site Governmental Entity Participation Agreement:

Dated: January 5, 1999

Member: Danis Industries Corporation

Signature: *Gregory McCann*

Name: Vincent B. Stamp

Title: Attorney

Said Member hereby designates the following Representative for receipt of notice and invoices:

Name: Gregory McCann

Title: Attorney

Address: Danis Environmental Management Co.

2 Riverplace, Suite 411

Dayton, OH 45405

Telephone: (937) 220-4904

Faxsimile: (937) 228-1194

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

General Motors Corporation \_\_\_\_\_ hereby enters into and shall participate in the Valleycrest  
(Member)

Landfill Site Governmental Entity Participation Agreement:

Dated: January 5, 1999

Member: General Motors Corporation

Signature: *Donald B. Schiemann*

Name: Vincent B. Stamp

Title: Attorney

Said Member hereby designates the following Representative for receipt of notice and invoices:

Name: Don A. Schiemann

Title: Attorney

Address: General Motors Legal Staff

M.C. 482 112 149

3044 West Grand Blvd

Detroit, Michigan 48202

Telephone: (313) 556-2175

Faxsimile: (313) 974-5467

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

Cargill Incorporated \_\_\_\_\_ hereby enters into and shall participate in the Valleycrest  
(Member)

Landfill Site Governmental Entity Participation Agreement:

Dated: January 5, 1999  
Member: Cargill Incorporated  
Signature: Vincent B. Stamp  
Name: Vincent B. Stamp  
Title: Attorney

Said Member hereby designates the following Representative for receipt of notice and invoices:

Name: LaRae Osborne  
Title: Attorney  
Address: Cargill, Inc.  
15407 McGinnity Road, West  
Walyzata MN 55391-2399  
Telephone: (612) 742-6374  
Facsimile: (612) 742-6349

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

Cargill Incorporated \_\_\_\_\_ hereby enters into and shall participate in the Valleycrest  
(Member)

Landfill Site Governmental Entity Participation Agreement:

Dated: January 5, 1999  
Member: Dayton Walther Corp.  
Signature: Vincent B. Stamp  
Name: Vincent B. Stamp  
Title: Attorney

Said Member hereby designates the following Representative for receipt of notice and invoices:

Name: Susan Nystrom  
Address: 6339 Cherbouy Drive  
Indianapolis, Indiana 46220  
Telephone: (317) 254-0297  
Facsimile: (317) 254-0298

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

NCR Corporation \_\_\_\_\_ hereby enters into and shall participate in the Valleycrest  
(Member)

Landfill Site Governmental Entity Participation Agreement:

Dated: January 5, 1999  
Member: NCR Corporation  
Signature: *Paul Samson*  
Name: Vincent B. Stamp  
Title: Attorney

Said Member hereby designates the following Representative for receipt of notice and invoices:

Name: Paul Samson  
Title: Attorney  
Address: NCR Corporation  
101 W. Schantz Avenue, ECD-2  
Dayton, Ohio 45479  
Telephone: (937) 445-2908  
Facsimile: (937) 445-1933

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

NCR Corporation \_\_\_\_\_ hereby enters into and shall participate in the Valleycrest  
(Member)

Landfill Site Governmental Entity Participation Agreement:

Dated: January 5, 1999  
Member: Standard Register Company  
Signature: *Vincent B. Stamp*  
Name: Vincent B. Stamp  
Title: Attorney

Said Member hereby designates the following Representative for receipt of notice and invoices:

Name: Kathryn Lamme  
Title: Attorney  
Address: The Standard Register Company  
600 Albany Street  
P.O. Box 1167  
Dayton, Ohio 45401-1167  
Telephone: (937) 443-1540  
Facsimile: (937) 443-3431

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

Duriron Company, Inc. hereby enters into and shall participate in the Valleycrest  
(Member)

Landfill Site Governmental Entity Participation Agreement:

Dated: January 5, 1999

Member: Duriron Company, Inc.

Signature: Robert L. Roberts

Name: Vincent B. Stamp

Title: Attorney

Said Member hereby designates the following Representative for receipt of notice and invoices:

Name: Robert L. Roberts

Title: Attorney

Address: Florserv Corporation

222 Las Colinas Boulevard Suite 1500

Irving, Texas 75039-5421

Telephone: (972) 443-6537

Faxsimile: (972) 442-6837

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

The Montgomery County Solid Waste Management District and the Board of County Commissioners of Montgomery County, Ohio hereby enter into and shall participate in the Valleycrest Landfill Site Governmental Entity Participation Agreement:

Dated: December 22, 1998

Members: The Montgomery County Solid Waste Management District and the Board of County Commissioners of Montgomery County, Ohio

Signatures: Charles J. Curran Don Lucas Victor T. Whisman Scott M. DuBoff

Name: Charles J. Curran

Title: County Commissioner and District Trustee

Name: Don Lucas

Title: County Commissioner and District Trustee

Name: Vicki D. Peegg

Title: County Commissioner and District Trustee

Said Members hereby designate the following Representatives for receipt of notice and invoices:

Name: Victor T. Whisman

Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio

Address: Dayton-Montgomery County Courts Bldg.

301 West Third Street  
Dayton, Ohio 45402

Telephone: (937) 225-5760

Faxsimile: (937) 225-3470

(202) 393-1200

(202) 393-1240

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

The City of Centerville, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site Governmental Entity Participation Agreement:

Dated: December 22, 1998

Member: City of Centerville, Ohio  
Signatures: Victor T. Whisman Scott M. DuBoff  
Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 225-5760  
Facsimile: (937) 225-3470

Said Member hereby designates the following Representatives for receipt of notice and invoices:

Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 225-5760  
Facsimile: (937) 225-3470

Montgomery 100-037-702

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

The City of Dayton, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site Governmental Entity Participation Agreement:

Dated: December 22, 1998

Member: City of Dayton, Ohio  
Signatures: Victor T. Whisman Scott M. DuBoff  
Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Address: Wright & Talisman, P.C.  
1200 G St., NW Suite 600  
Washington, D.C. 20005  
Telephone: (202) 393-1200  
Facsimile: (202) 393-1240

Said Member hereby designates the following Representatives for receipt of notice and invoices:

Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Address: Wright & Talisman, P.C.  
1200 G St., NW Suite 600  
Washington, D.C. 20005  
Telephone: (202) 393-1200  
Facsimile: (202) 393-1240

Montgomery 100-037-702

**VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE**

The City of Englewood, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site Governmental Entity Participation Agreement.

Dated: December 22, 1998  
Member: City of Englewood, Ohio  
Signatures: W.L.G. Yule Scott M. DuBoff  
Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
  
Said Member hereby designates the following Representatives for receipt of notice and invoices:

Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 225-5760  
Facsimile: (937) 225-3470  
  
Name: Scott M. DuBoff  
Title: Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney  
Address: Wright & Talisman, P.C.  
1200 G St., NW Suite 600  
Washington, D.C. 20005  
Telephone: (202) 393-1200  
Facsimile: (202) 393-1240

**VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE**

The City of Huber Heights, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site Governmental Entity Participation Agreement:

Dated: December 22, 1998  
Member: City of Huber Heights, Ohio  
Signatures: Victor T. Whisman Scott M. DuBoff  
Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
  
Said Member hereby designates the following Representatives for receipt of notice and invoices:

Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 225-5760  
Facsimile: (937) 225-3470  
  
Name: Scott M. DuBoff  
Title: Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney  
Address: Wright & Talisman, P.C.  
1200 G St., NW Suite 600  
Washington, D.C. 20005  
Telephone: (202) 393-1200  
Facsimile: (202) 393-1240

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

The City of Kettering, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site Governmental Entity Participation Agreement:

Dated: December 22, 1998

Member: City of Kettering, Ohio  
Signatures:   
Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio

Said Member hereby designates the following Representatives for receipt of notice and invoices:

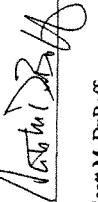
Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 225-5760  
Facsimile: (937) 225-3470

Montgomery 1003-037-702

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

The City of Miamisburg, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site Governmental Entity Participation Agreement:

Dated: December 22, 1998

Member: City of Miamisburg, Ohio  
Signatures:   
Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Attorney

Said Member hereby designates the following Representatives for receipt of notice and invoices:

Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 225-5760  
Facsimile: (937) 225-3470

Montgomery 1003-037-702

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

The City of Miamisburg, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site Governmental Entity Participation Agreement:

Dated: December 22, 1998

Member: City of Miamisburg, Ohio  
Signatures:   
Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Attorney

Said Member hereby designates the following Representatives for receipt of notice and invoices:

Name: Victor T. Whisman  
Title: Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney

Scott M. Duboff  
Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney

Scott M. Duboff  
Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney

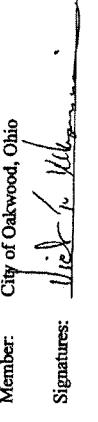
Scott M. Duboff  
Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney

(202) 393-1200  
(202) 393-1240

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

The City of Moraine, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site Governmental Entity Participation Agreement:

Dated: December 22, 1998  
Member: City of Moraine, Ohio  
Signatures:   
Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 225-5760  
Facsimile: (937) 225-3470

Dated: December 22, 1998  
Member: City of Oakwood, Ohio  
Signatures:   
Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 225-5760  
Facsimile: (937) 225-3470

Said Member hereby designates the following Representatives for receipt of notice and invoices:

Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 225-5760  
Facsimile: (937) 225-3470

Said Member hereby designates the following Representatives for receipt of notice and invoices:  
Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 225-5760  
Facsimile: (937) 225-3470

Dated: December 22, 1998  
Member: City of Oakwood, Ohio  
Signatures:   
Name: Scott M. DuBoff  
Title: Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney  
Address: Wright & Talisman, P.C.  
1200 G St., NW Suite 600  
Washington, D.C. 20005  
Telephone: (202) 393-1200  
Facsimile: (202) 393-1240

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

The City of Riverside, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site Governmental Entity Participation Agreement:

Dated: December 22, 1998

Member: City of Riverside, Ohio   
Signatures:    
Name: Victor T. Whisman Scott M. DuBoff  
Title: Assistant Prosecuting Attorney, Special Legal Counsel, Office of the  
Montgomery County, Ohio Montgomery County Prosecuting  
Attorney

Said Member hereby designates the following Representatives for receipt of notice and invoices:

Name: Victor T. Whisman Scott M. DuBoff  
Title: Assistant Prosecuting Attorney, Special Legal Counsel, Office of the  
Montgomery County, Ohio Montgomery County Prosecuting  
Attorney  
Address: Dayton-Montgomery County Wright & Talsman, P.C.  
Courts Bldg. 1200 G St., NW Suite 600  
301 West Third Street Washington, D.C. 20005  
Dayton, Ohio 45402  
Telephone: (937) 225-5760 (202) 393-1200  
Facsimile: (937) 225-3470 (202) 393-1240

Montgomery1003-037-702

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

The City of Trotwood, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site Governmental Entity Participation Agreement:

Dated: December 22, 1998

Member: City of Trotwood, Ohio   
Signatures:   
Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio

Said Member hereby designates the following Representatives for receipt of notice and invoices:

Name: Victor T. Whisman Scott M. DuBoff  
Title: Assistant Prosecuting Attorney, Special Legal Counsel, Office of the  
Montgomery County, Ohio Montgomery County Prosecuting  
Attorney  
Address: Dayton-Montgomery County Wright & Talsman, P.C.  
Courts Bldg. 1200 G St., NW Suite 600  
301 West Third Street Washington, D.C. 20005  
Dayton, Ohio 45402  
Telephone: (937) 225-5760 (202) 393-1200  
Facsimile: (937) 225-3470 (202) 393-1240

Montgomery1003-037-702

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

The City of Union, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site  
Governmental Entity Participation Agreement:

Dated: December 22, 1998  
Member: City of Union, Ohio  
Signatures:   
Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio

Said Member hereby designates the following Representatives for receipt of notice and invoices:

Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 225-5760  
Facsimile: (937) 225-3470

Name: Scott M. DuBoff  
Title: Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney  
Address: Wright & Talisman, P.C.  
1200 G St., NW Suite 600  
Washington, D.C. 20005  
Telephone: (202) 393-1200  
Facsimile: (202) 393-1240

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

The City of Vandalia, Ohio hereby enters into and shall participate in the Valleycrest Landfill  
Site Governmental Entity Participation Agreement:

Dated: December 22, 1998  
Member: City of Vandalia, Ohio  
Signatures:   
Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Name: Scott M. DuBoff  
Title: Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney  
Said Member hereby designates the following Representatives for receipt of notice and invoices:  
Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 225-5760  
Facsimile: (937) 225-3470

Montgomery1003-037-702

Montgomery1003-037-702

**VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE**

The City of West Carrollton, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site Governmental Entity Participation Agreement:

Dated: December 22, 1998

Member: City of West Carrollton, Ohio  
Signatures: Mark J. Whisman Scott M. DuBoff

Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney

Said Member hereby designates the following Representatives for receipt of notice and invoices:

Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney

Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402  
Wright & Talisman, P.C.  
1200 G St., NW Suite 600  
Washington, D.C. 20005

Telephone: (937) 225-5760  
(202) 393-1200

Faximile: (937) 225-3470  
(202) 393-1240

Montgomery 003-037-702

**VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE**

The Village of Brookville, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site Governmental Entity Participation Agreement:

Dated: December 22, 1998

Member: Village of Brookville, Ohio  
Signatures: Mark J. Whisman Scott M. DuBoff

Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney

Said Member hereby designates the following Representatives for receipt of notice and invoices:

Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney

Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402  
Wright & Talisman, P.C.  
1200 G St., NW Suite 600  
Washington, D.C. 20005

Telephone: (937) 225-5760  
(202) 393-1200

Faximile: (937) 225-3470  
(202) 393-1240

Montgomery 003-037-702

**VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE**

The Village of Clayton, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site Governmental Entity Participation Agreement:

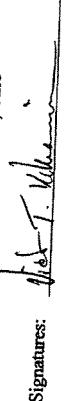
Dated: December 22, 1998  
Member: Village of Clayton, Ohio  
Signatures:   
Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio

Said Member hereby designates the following Representatives for receipt of notice and invoices:

Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 225-5760  
(202) 393-1200  
Facsimile: (937) 225-3470  
(202) 393-1240

**VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE**

The Village of Farmersville, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site Governmental Entity Participation Agreement:

Dated: December 22, 1998  
Member: Village of Farmersville, Ohio  
Signatures:   
Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio

Said Member hereby designates the following Representatives for receipt of notice and invoices:

Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 225-5760  
(202) 393-1200  
Facsimile: (937) 225-3470  
(202) 393-1240

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

The Village of Germantown, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site Governmental Entity Participation Agreement:

Dated: December 22, 1998

Member: Village of Germantown, Ohio  
  
Signatures:    
Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio

Said Member hereby designates the following Representatives for receipt of notice and invoices:

Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 225-5760  
Facsimile: (937) 225-3470

Name: Scott M. Duboff  
Title: Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney  
Address: Wright & Talisman, P.C.  
1200 G St., NW Suite 600  
Washington, D.C. 20005  
Telephone: (202) 393-1200  
Facsimile: (202) 393-1240

Montgomery 103-437-702

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

The Village of New Lebanon, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site Governmental Entity Participation Agreement:

Dated: December 22, 1998

Member: Village of New Lebanon,  
Ohio  
  
Signatures:    
Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio

Said Member hereby designates the following Representatives for receipt of notice and invoices:

Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 225-5760  
Facsimile: (937) 225-3470

Name: Scott M. Duboff  
Title: Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney  
Address: Wright & Talisman, P.C.  
1200 G St., NW Suite 600  
Washington, D.C. 20005  
Telephone: (202) 393-1200  
Facsimile: (202) 393-1240

Montgomery 103-437-702

**VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE**

The Village of Phillipsburg, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site Governmental Entity Participation Agreement:

Dated: December 22, 1998  
Member: Village of Phillipsburg, Ohio  
Signatures:    
Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Name: Scott M. DuBoff  
Title: Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney

Said Member hereby designates the following Representatives for receipt of notice and invoices:

Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County,  
Ohio  
Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 225-5760  
Facsimile: (937) 225-3470  
Name: Scott M. DuBoff  
Title: Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney  
Address: Wright & Talisman, P.C.  
1200 G St., NW Suite 600  
Washington, D.C. 20005  
Telephone: (202) 393-1200  
Facsimile: (202) 393-1240

Montgomery 1003-037-702

**VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE**

Butler Township, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site Governmental Entity Participation Agreement:

Dated: December 22, 1998  
Member: Butler Township, Ohio  
Signatures:    
Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Name: Scott M. DuBoff  
Title: Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney  
Said Member hereby designates the following Representatives for receipt of notice and invoices:  
Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County,  
Ohio  
Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 225-5760  
Facsimile: (937) 225-3470  
Name: Scott M. DuBoff  
Title: Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney  
Address: Wright & Talisman, P.C.  
1200 G St., NW Suite 600  
Washington, D.C. 20005  
Telephone: (202) 393-1200  
Facsimile: (202) 393-1240

Montgomery 1003-037-702

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

Clay Township, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site  
Governmental Entity Participation Agreement:

Dated: December 22, 1998

Member: Clay Township, Ohio

Signature: 

Name: Victor T. Whisman

Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio

Scott M. DuBoff  
Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney

Said Member hereby designates the following Representatives for receipt of notice and invoices:

Name: Victor T. Whisman

Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio

Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402

Telephone: (937) 225-5760  
(202) 393-1200

Faximile: (937) 225-3470

MONTGOMERY 003-037-702

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

German Township, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site  
Governmental Entity Participation Agreement:

Dated: December 22, 1998

Member: German Township, Ohio

Signature: 

Name: Victor T. Whisman

Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio

Said Member hereby designates the following Representatives for receipt of notice and invoices:

Name: Scott M. DuBoff

Title: Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney

Address: Wright & Talisman, P.C.  
1200 G St., NW Suite 600  
Washington, D.C. 20005

Telephone: (937) 225-5760  
(202) 393-1200

Faximile: (937) 225-3470  
(202) 393-1240

MONTGOMERY 003-037-702

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

Harrison Township, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site  
Governmental Entity Participation Agreement:

Name:	Victor T. Whisman	Signature: 
Title:	Assistant Prosecuting Attorney, Montgomery County, Ohio	Scott M. DuBoff
Name:	Victor T. Whisman	Special Legal Counsel, Office of the Montgomery County Prosecuting Attorney

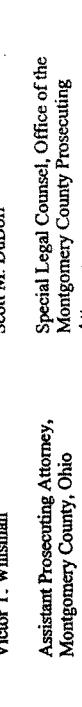
Said Member hereby designates the following Representatives for receipt of notice and invoices:

Name:	Victor T. Whisman	Scott M. DuBoff
Title:	Assistant Prosecuting Attorney, Montgomery County, Ohio	Special Legal Counsel, Office of the Montgomery County Prosecuting Attorney
Address:	Dayton-Montgomery County Courts Bldg. 301 West Third Street Dayton, Ohio 45402	Wright & Talisman, P.C. 1200 G St., NW Suite 600 Washington, D.C. 20005
Telephone:	(937) 225-5760	(202) 393-1200
Faximile:	(937) 225-3470	(202) 393-1240

Montgomery 1003-037-702

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

Jackson Township, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site  
Governmental Entity Participation Agreement:

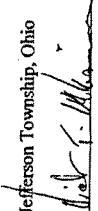
Dated:	December 22, 1998	Dated:	December 22, 1998
Member:	Harrison Township, Ohio	Member:	Jackson Township, Ohio
Signatures:		Signatures:	
Name:	Victor T. Whisman	Name:	Victor T. Whisman
Title:	Assistant Prosecuting Attorney, Montgomery County, Ohio	Title:	Assistant Prosecuting Attorney, Montgomery County, Ohio
Said Member hereby designates the following Representatives for receipt of notice and invoices:			
Name:	Victor T. Whisman	Scott M. DuBoff	Scott M. DuBoff
Title:	Assistant Prosecuting Attorney, Montgomery County, Ohio	Special Legal Counsel, Office of the Montgomery County Prosecuting Attorney	Special Legal Counsel, Office of the Montgomery County Prosecuting Attorney
Address:	Dayton-Montgomery County Courts Bldg. 301 West Third Street Dayton, Ohio 45402	Wright & Talisman, P.C. 1200 G St., NW Suite 600 Washington, D.C. 20005	Wright & Talisman, P.C. 1200 G St., NW Suite 600 Washington, D.C. 20005
Telephone:	(937) 225-5760	(202) 393-1200	(202) 393-1200
Faximile:	(937) 225-3470	(202) 393-1240	(202) 393-1240

Montgomery 1003-037-702

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

Jefferson Township, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site  
Governmental Entity Participation Agreement:

Dated: December 22, 1998

Member: Jefferson Township, Ohio  
Signatures: 

Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  


Said Member hereby designates the following Representatives for receipt of notice and invoices:

Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402

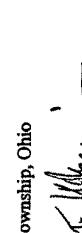
Telephone: (937) 225-5760  
Facsimile: (937) 225-3470

Montgomery 1003-037-702

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

Miami Township, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site  
Governmental Entity Participation Agreement:

Dated: December 22, 1998

Member: Miami Township, Ohio  
Signatures: 

Name: Scott M. DuBoff  
Title: Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney  

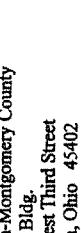

Said Member hereby designates the following Representatives for receipt of notice and invoices:

Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402

Telephone: (937) 225-5760  
Facsimile: (937) 225-3470

Montgomery 1003-037-702

Dated: December 22, 1998

Member: Miami Township, Ohio  
Signatures: 

Name: Scott M. DuBoff  
Title: Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney

Telephone: (202) 393-1200  
Facsimile: (202) 393-1240

Montgomery 1003-037-702

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

Perry Township, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site  
Governmental Entity Participation Agreement:

Dated: December 22, 1998  
Member: Perry Township, Ohio  
Signatures:    
Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Scott M. DuBoff  
Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney

Said Member hereby designates the following Representatives for receipt of notice and invoices:

Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 225-5760  
Facsimile: (937) 225-3470  
Scott M. DuBoff  
Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney  
Wright & Talisman, P.C.  
1200 G St., NW Suite 600  
Washington, D.C. 20005  
(202) 393-1200  
(202) 393-1240

Montgomery 103-037-702

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

Washington Township, Ohio hereby enters into and shall participate in the Valleycrest Landfill  
Site Governmental Entity Participation Agreement:

Dated: December 22, 1998  
Member: Washington Township, Ohio  
Signatures:    
Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Scott M. DuBoff  
Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney

Said Member hereby designates the following Representatives for receipt of notice and invoices:

Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 225-5760  
Facsimile: (937) 225-3470  
Scott M. DuBoff  
Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney  
Wright & Talisman, P.C.  
1200 G St., NW Suite 600  
Washington, D.C. 20005  
(202) 393-1200  
(202) 393-1240

Montgomery 103-037-702

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

Perry Township, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site  
Governmental Entity Participation Agreement:

Dated: December 22, 1998  
Member: Perry Township, Ohio  
Signatures: *Victor T. Whisman* *Scott M. DuBoff*  
Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Name: Scott M. DuBoff  
Title: Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney

Said Member hereby designates the following Representatives for receipt of notice and invoices:

Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 225-5760  
Facsimile: (937) 225-3470  
Name: Scott M. DuBoff  
Title: Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney  
Address: Wright & Talisman, P.C.  
1200 G St., NW Suite 600  
Washington, D.C. 20005  
Telephone: (202) 393-1200  
Facsimile: (202) 393-1240

Montgomery 103-037-702

VALLEYCREST LANDFILL SITE GOVERNMENTAL ENTITY  
PARTICIPATION AGREEMENT SIGNATORY PAGE

Washington Township, Ohio hereby enters into and shall participate in the Valleycrest Landfill Site  
Site Governmental Entity Participation Agreement:

Dated: December 22, 1998  
Member: Washington Township, Ohio  
Signatures: *Victor T. Whisman* *Scott M. DuBoff*  
Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Name: Scott M. DuBoff  
Title: Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney

Said Member hereby designates the following Representatives for receipt of notice and invoices:

Name: Victor T. Whisman  
Title: Assistant Prosecuting Attorney,  
Montgomery County, Ohio  
Address: Dayton-Montgomery County  
Courts Bldg.  
301 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 225-5760  
Facsimile: (937) 225-3470  
Name: Scott M. DuBoff  
Title: Special Legal Counsel, Office of the  
Montgomery County Prosecuting  
Attorney  
Address: Wright & Talisman, P.C.  
1200 G St., NW Suite 600  
Washington, D.C. 20005  
Telephone: (202) 393-1200  
Facsimile: (202) 393-1240

Montgomery 103-037-702

**AMENDMENT TO  
VALLEYCREST LANDFILL SITE  
GOVERNMENTAL ENTITY PARTICIPATION AGREEMENT  
AND THE FIRST AMENDED VALLEYCREST LANDFILL SITE  
PARTICIPATION AGREEMENT**

This Amendment (hereinafter the "TRW/Valleycrest Amendment") to the Valleycrest Landfill Site Governmental Entity Participation Agreement and the First Amended Valleycrest Landfill Site Participation Agreement is entered into between and among: (1) the entities who are parties to either or both the Valleycrest Landfill Site Governmental Entity Participation Agreement, attached hereto and made a part hereof as Exhibit A (hereinafter the "Governmental Entity Agreement"), and to the First Amended Valleycrest Landfill Site Participation Agreement, attached hereto and made a part hereof as Exhibit B (hereinafter the "First Amended Valleycrest Agreement"); and (2) TRW Inc./Globe Motors Division (hereinafter "TRW").

**WHEREAS**, on or about January 12, 1995 the Original Members jointly entered into the Valleycrest Landfill Site Participation Agreement to establish a framework for complying with the terms of the Final Findings and Orders (hereinafter "FFO"), and to cooperate among themselves in that effort;

**WHEREAS**, on or about May 22, 1998 the First Amended Valleycrest Agreement was executed by the signatories thereto and on or about December 21, 1998, the Governmental Entity Agreement was executed by the signatories thereto;

**WHEREAS**, TRW and the signatories to the Governmental Entity Agreement and/or the First Amended Valleycrest Agreement, without admitting any fact, responsibility, fault or liability in connection with the Valleycrest Landfill Site (hereinafter the "Site"), in Dayton, Ohio, desire that TRW, pursuant to the terms of this TRW/Valleycrest Amendment, become a member of the Valleycrest Landfill Site Group (hereinafter "VLSG") and agree to fund the performance of certain necessary work at the Site in order to avoid litigation with the United States, the State of Ohio, and among the members of the VLSG themselves;

**WHEREAS**, Dayton Walther Corporation (hereinafter "Dayton Walther") was one of the signatories to the Governmental Entity Agreement and the First Amended Valleycrest Agreement and an Original Member of the VLSG. Dayton Walther was subsequently merged into Kelsey-Hayes Company (hereinafter "Kelsey-Hayes"). TRW recently acquired Lucas Varity plc (hereinafter "Lucas Varity") of which Kelsey-Hayes was a wholly owned, indirect subsidiary. Pursuant to the terms of this TRW/Valleycrest Amendment, TRW wishes to assume the obligations and rights of Kelsey-Hayes and Dayton Walther under the Governmental Entity Agreement and the First Amended Valleycrest Agreement;

**WHEREAS**, TRW, through its Globe Motors Division, independent of its acquisition of Lucas Varity, is alleged to have disposed of hazardous substances at the Site;

**NOW THEREFORE**, the signatories to the Governmental Entity Agreement, the First Amended Valleycrest Agreement, and TRW, in consideration of the foregoing and the promises and covenants contained herein, mutually agree as follows (unless otherwise indicated, terms used herein have the same meaning as in the Governmental Entity Agreement and the First Amended Valleycrest Agreement):

1. TRW hereby agrees to be responsible for all of the obligations and obtain all of the rights of Kelsey-Hayes and Dayton Walther under the Governmental Entity Agreement and the First Amended Valleycrest Agreement. Nothing contained herein is intended to extinguish the obligations of Kelsey-Hayes or Dayton Walther under the Governmental Entity Agreement and the First Amended Valleycrest Agreement if TRW for any reason defaults on any obligations of Kelsey-Hayes or Dayton Walther under the Governmental Entity Agreement or the First Amended Valleycrest Agreement.

2. In regard to the allegation, which is totally independent of TRW's assumption of the liability of Kelsey-Hayes and Dayton Walther pursuant to this TRW/Valleycrest Amendment, that TRW's Globe Motors Division disposed of hazardous substances at the Valleycrest Site, TRW agrees to pay the percentage set forth in Exhibit C of future assessments issued after January 7, 2000 for the Costs incurred pursuant to the FFO, the First Amended Valleycrest Agreement and the Governmental Entity Agreement.

3. Within thirty days of the execution of this TRW/Valleycrest Amendment, TRW agrees to pay Ninety-Four Thousand, Four Hundred Eight-Nine Dollars (\$94,489.00) which represents TRW's share of past member assessments for the Costs from January 12, 1995 to January 7, 2000.

4. Upon the execution of this TRW/Valleycrest Amendment, TRW shall be deemed an Original Member and a VLSG Member under the Governmental Entity Agreement and the First Amended Valleycrest Agreement, as long as it is in compliance therewith, with all rights and obligations of such including the responsibility for the total percentage share of the Costs (as shown in Exhibit D) which combines the percentage shares of TRW and Kelsey-Hayes/Dayton Walther. Except for proportionately adjusting the Original Members' allocated percentage shares of the Costs, nothing herein is intended to affect the rights and obligations of the Original Members relative to each other under the First Amended Valleycrest Agreement.

5. TRW agrees that it shall be bound by all of the terms and conditions of the Governmental Entity Agreement, attached hereto as Exhibit A, and the First Amended

Valleycrest Agreement, attached hereto as Exhibit B, except to the extent that such terms have been modified pursuant to this TRW/Valleycrest Amendment.

6. The VLSG members who are parties in *Cargill, Inc., et al. v. ABCO Construction, et al.*, United States District Court, Southern District of Ohio, Western Division, Case No. C-3-98-36 agree to, as soon as practicable under the Federal Rules of Civil Procedure, (a) voluntarily dismiss TRW without prejudice as a defendant in such action and (b) use their best efforts to add TRW as a party plaintiff in such action.

7. This TRW/Valleycrest Amendment may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**EXHIBIT A**  
**Governmental Entity Agreement**

**EXHIBIT B**  
**First Amended VLSG Participation Agreement**

**EXHIBIT C**

<u>Participant</u>	<u>Generator Unit Share</u>	<u>New Share Percentage</u>	
		<u>Before Munic. Cap</u>	<u>After Cap</u>
Danis/WMX		46.00	46%
Municipalities		7.00*	0%
Inland (GM)	8	11.75	13.50%
Delco (GM)	4	5.875	6.75%
Frigedaire (GM)	1	1.46875	1.6875%
Cargill	4	5.875	6.75%
Kelsey Hayes/ Dayton Walther (TRW)	4	5.875	6.75%
NCR	4	5.875	6.75%
Standard Register	4	5.875	6.75%
Duriron	2	2.9375	3.375%
Globe/TRW	1	1.46875	1.6875%
<b>Total:</b>	<b>32</b>	<b>100.00</b>	

\* Subject to the cap set forth in Section 5.1 of the Agreement

**EXHIBIT D**  
**VLSG MEMBER PERCENTAGE SHARES**

The VLSG Members' respective percentage liability shares with respect to the costs are as follows:

	<u>Before Muni Cap</u>	<u>After Muni Cap</u>
Waste Management, Inc., Waste Management of Ohio, Inc., SCA Services of Ohio, Inc., and Danis Industries Corporation	46%	46%
Municipalities	7%*	0%
General Motors Corporation	19.09375%	21.9375%
TRW Inc.	7.34375%	8.4375%
Cargill, Inc.	5.875%	6.75%
NCR Corporation	5.875%	6.75%
Standard Register Company	5.875%	6.75%
Duriron Company, Inc.	2.9375%	3.375%

\* Subject to the cap set forth in Section 5.1 of the Agreement  
::ODMA\HODMA\CINTI;S35240;1

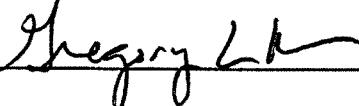
**AMENDMENT TO  
VALLEYCREST LANDFILL SITE  
GOVERNMENTAL ENTITY PARTICIPATION AGREEMENT  
AND THE FIRST AMENDED VALLEYCREST LANDFILL SITE  
PARTICIPATION AGREEMENT**

**SIGNATURE PAGE**

Diversified Environmental Management Co., formerly known as Danis Industries Corporation  
hereby enters into and shall participate in the Valleycrest Landfill  
Site Governmental Entity Participation Agreement and the First Amended Valleycrest  
Landfill Site Participation Agreement as amended by this TRW/VLSG Amendment.

Dated: May 18, 2000

Member: Diversified Environmental Management Co., formerly known as  
Danis Industries Corporation

Signature: 

Name: Gregory L. McCann

Title: President

Said Member hereby designates the following Representative for the receipt of notice and  
invoices:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

FAX: \_\_\_\_\_



MAY. 23. 2000 10:15AM

DINSMORE SHOHL

NO. 3707 P. 2

**AMENDMENT TO  
VALLEYCREST LANDFILL SITE  
GOVERNMENTAL ENTITY PARTICIPATION AGREEMENT  
AND THE FIRST AMENDED VALLEYCREST LANDFILL SITE  
PARTICIPATION AGREEMENT**

**SIGNATURE PAGE**

NCR Corporation hereby enters into and shall participate in the Valleycrest Landfill Site Governmental Entity Participation Agreement and the First Amended Valleycrest Landfill Site Participation Agreement as amended by this TRW/VLSG Amendment.

Dated: May 23, 2000  
Member: NCR Corporation  
Signature: Paul M. Samson  
Name: Paul M. Samson  
Title: Senior Attorney

Said Member hereby designates the following Representative for the receipt of notice and invoices:

Name: Paul M. Samson  
Title: Senior Attorney  
Address: 101 W. Schantz Avenue, EGD2  
Dayton, OH 45479  
  
Telephone: 937.445.2908  
FAX: 937.445.1933

**AMENDMENT TO  
VALLEYCREST LANDFILL SITE  
GOVERNMENTAL ENTITY PARTICIPATION AGREEMENT  
AND THE FIRST AMENDED VALLEYCREST LANDFILL SITE  
PARTICIPATION AGREEMENT**

**SIGNATURE PAGE**

THE STANDARD REGISTER COMPANY hereby enters into and shall participate in the Valleycrest Landfill Site Governmental Entity Participation Agreement and the First Amended Valleycrest Landfill Site Participation Agreement as amended by this TRW/VLSG Amendment.

Dated: May 12, 2000  
Member: The Standard Register Company  
Signature: Kathryn A. Lamme  
Name: Kathryn A. Lamme  
Title: Corporate Vice President, Secretary & Deputy General Counsel

Said Member hereby designates the following Representative for the receipt of notice and invoices:

Name: Kathryn A. Lamme  
Title: Corporate Vice President, Secretary & Deputy General Counsel  
Address: 600 Albany Street, Dayton, Ohio 45408  
  
Telephone: 937.221.1540  
FAX: 937.221.3431

**AMENDMENT TO  
VALLEYCREST LANDFILL SITE  
GOVERNMENTAL ENTITY PARTICIPATION AGREEMENT  
AND THE FIRST AMENDED VALLEYCREST LANDFILL SITE  
PARTICIPATION AGREEMENT**

**SIGNATURE PAGE**

General Motors Corporation hereby enters into and shall participate in the Valleycrest Landfill Site Governmental Entity Participation Agreement and the First Amended Valleycrest Landfill Site Participation Agreement as amended by this TRW/VLSG Amendment.

Dated: March 22, 2000

Member: General Motors Corporation

Signature: Don A. Schiemann

Name: Don A. Schiemann

Title: Attorney

Said Member hereby designates the following Representative for the receipt of notice and invoices:

Name: Don A. Schiemann

Title: Attorney

Address: MC 482-C24-D24, 300 Renaissance Center

P.O. Box 300

Detroit, MI 48265-3000

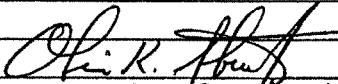
Telephone: (313) 665-4885

FAX: (313) 665-4896

**AMENDMENT TO  
VALLEYCREST LANDFILL SITE  
GOVERNMENTAL ENTITY PARTICIPATION AGREEMENT  
AND THE FIRST AMENDED VALLEYCREST LANDFILL SITE  
PARTICIPATION AGREEMENT**

**SIGNATURE PAGE**

\_\_\_\_ hereby enters into and shall participate in the Valleycrest Landfill Site Governmental Entity Participation Agreement and the First Amended Valleycrest Landfill Site Participation Agreement as amended by this TRW/VLSG Amendment.

Dated: \_\_\_\_\_  
Member: \_\_\_\_\_  
Signature:   
Name: OLIVER K. STANLEY  
Title: ENVIRONMENTAL MANAGER

Said Member hereby designates the following Representative for the receipt of notice and invoices:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_

**AMENDMENT TO  
VALLEYCREST LANDFILL SITE  
GOVERNMENTAL ENTITY PARTICIPATION AGREEMENT  
AND THE FIRST AMENDED VALLEYCREST LANDFILL SITE  
PARTICIPATION AGREEMENT**

**SIGNATURE PAGE**

Flowserve Corp. hereby enters into and shall participate in the Valleycrest Landfill Site Governmental Entity Participation Agreement and the First Amended Valleycrest Landfill Site Participation Agreement as amended by this TRW/VLSG Amendment.

Dated: May 8, 2000  
Member: Flowserve Corporation (P/K/A Duriron)  
Signature: Robert L. Roberts  
Name: ROBERT L. ROBERTS, JR.  
Title: ASSOCIATE GENERAL COUNSEL

Said Member hereby designates the following Representative for the receipt of notice and invoices:

Name: ROBERT L. ROBERTS, JR.  
Title: ASSOCIATE GENERAL COUNSEL  
Address: Flowserve Corporation  
222 W. LAS COLINAS BLVD., SUITE 1500  
IRVING, TX 75039  
Telephone: (972) 443-6537  
FAX: (972) 443-6837

**AMENDMENT TO  
VALLEYCREST LANDFILL SITE  
GOVERNMENTAL ENTITY PARTICIPATION AGREEMENT  
AND THE FIRST AMENDED VALLEYCREST LANDFILL SITE  
PARTICIPATION AGREEMENT**

**SIGNATURE PAGE**

TRW Inc. hereby enters into and shall participate in the Valleycrest Landfill Site Governmental Entity Participation Agreement and the First Amended Valleycrest Landfill Site Participation Agreement as amended by this TRW/VLSG Amendment.

Dated: 3/10/00  
Member: TRW Inc.  
Signature: David B. Goldston  
Name: David B. CGoldston  
Title: Assistant Secretary

Said Member hereby designates the following Representative for the receipt of notice and invoices:

Name: Valerie M. Hanna  
Title: Counsel - Environment  
Address: TRW Inc., 1  
1900 Richmond Road  
Cleveland, OH 44124  
Telephone: (216) 291-7512  
FAX: (216) 291-7874

03/10/00 15:11 FAX 216 291 7874 010 TRW ENVIRNMT

002

**AMENDMENT TO  
VALLEYCREST LANDFILL SITE  
GOVERNMENTAL ENTITY PARTICIPATION AGREEMENT  
AND THE FIRST AMENDED VALLEYCREST LANDFILL SITE  
PARTICIPATION AGREEMENT**

**SIGNATURE PAGE**

TRW Inc. hereby enters into and shall participate in the Valleycrest Landfill Site Governmental Entity Participation Agreement and the First Amended Valleycrest Landfill Site Participation Agreement as amended by this TRW/VLSG Amendment.

Dated: 3/10/00  
Member: TRW Inc  
Signature: David B. Goldston  
Name: David B. CGoldston  
Title: Assistant Secretary

Said Member hereby designates the following Representative for the receipt of notice and invoices:

Name: Valerie M. Hanna  
Title: Counsel - Environment  
Address: TRW Inc., L  
1900 Richmond Road  
Cleveland, OH 44124  
Telephone: (216) 291-7512  
FAX: (216) 291-7874

de maximis, inc.

450 Montbrook Lane  
Knoxville, TN 37919  
(865) 691-5052  
(865) 691-6485 FAX  
(865) 691-9835 ACCT. FAX

**INVOICE**

(PAYMENT DUE WITHIN 30 DAYS)

VIA OVERNIGHT COURIER

May 8, 2009

Jim Walle  
General Motors Corporation  
Mail Code 482-C24-D24  
P.O. Box 300  
Detroit, Michigan 48265-3000

**Reference:** **Invoice for Funds**  
**Cash Call, 2<sup>nd</sup> Quarter 2009**  
**North Sanitary Landfill (a.k.a. Valleycrest) Site**

Dear Mr. Walle:

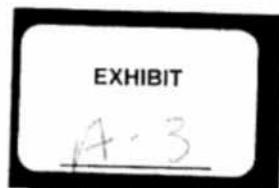
Pursuant to Paragraph 5 of the Valleycrest Landfill Site Group Participation Agreement ("Agreement") for funding of expenses associated with implementation of work at the Valleycrest Landfill Site ("Site"), this letter serves as an invoice for the amount listed below. This assessment is consistent with the May 8, 2009 Final Total Project Forecast Update and Assessment Funding Projection . The intent of this assessment is to supplement the Group's Fund and cover the expenses associated with activities at the Site through 2<sup>nd</sup> quarter 2009.

GM Share associated with VLSG:

associated with (GM)	=	61,106.00
associated with (Durion)	=	9,401.00
associated with (TRW)	=	4,700.00
associated with (K-H)	=	18,802.00
associated with (Cargill)	=	18,802.00
associated with (SR)	=	18,802.00

GM Share associated with VRAC = 0.00

**PLEASE PAY THIS AMOUNT** = **\$131,613.00**



*de maximis*

Invoice for Funds-GM  
Cash Call, 2<sup>nd</sup> Quarter 2009  
North Sanitary Landfill (a.k.a. Valleycrest) Site  
May 8, 2009  
Page 2 of 2

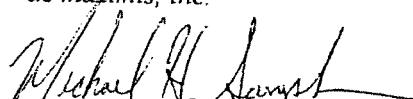
Please send a check in the above amount, made payable to:

Valleycrest Landfill Site Group RI/FS Fund  
c/o *de maximis, inc.*  
1041 Parrott's Cove Road  
Greensboro, GA 30642

Be advised that this assessment is due and payable upon receipt. **Payment is due no later than June 8, 2009.**

If there are any questions concerning this matter, please do not hesitate to contact me at (865) 691-5052 or Mike Percival at (706) 467-3362. Thank you.

Sincerely,  
*de maximis, inc.*



Michael H. Samples  
Alternate Project Coordinator

MHS/car

Enclosure

cc: Jerome Maynard  
William Schikora  
Jim Campbell  
Vince Stamp  
Mike Percival

de maximis, inc.

450 Montbrook Lane  
Knoxville, TN 37919  
(865) 691-5052  
(865) 691-6485 FAX  
(865) 691-9835 ACCT. FAX

**RECEIVED**

JUL 24 2009

Flowserve Corporation  
Legal Department

**INVOICE**

(PAYMENT DUE WITHIN 30 DAYS)

VIA OVERNIGHT COURIER

July 22, 2009

Robert L. Roberts, Jr.  
Associate General Counsel  
Flowserve Corporation  
5215 N. O'Connor Blvd., Suite 2300  
Irving, TX 75039

Reference: **Invoice for Funds**  
**Cash Call, 3<sup>rd</sup> Quarter 2009**  
**North Sanitary Landfill (a.k.a. Valleycrest) Site**

Dear Mr. Roberts:

Pursuant to Paragraph 5 of the Valleycrest Landfill Site Group Participation Agreement ("Agreement") for funding of expenses associated with implementation of work at the Valleycrest Landfill Site ("Site"), this letter serves as an invoice for the amount listed below. This assessment is consistent with the July 21, 2009 Final Total Project Forecast Summary and Assessment Funding Projection. The intent of this assessment is to supplement the Group's Fund and cover the expenses associated with activities at the Site through 3<sup>rd</sup> quarter 2009.

VLSG Member Share = \$ 10,588.00

**PLEASE PAY THIS AMOUNT** = **\$ 10,588.00**

Please send a check in the above amount, made payable to:

Valleycrest Landfill Site Group RI/FS Fund  
c/o *de maximis, inc.*  
1041 Parrott's Cove Road  
Greensboro, GA 30642

*det  
pay  
Q1  
08/14/09*

*(CHECK TO VALLEYCREST RECEIVED )*

F:\PROJECTS\3098\2009 Correspondence\3Qtr 2009 CashCall July 21 2009.doc

Allentown, PA • Clinton, NJ • Greensboro, GA • Knoxville, TN • Farmington Hills, MI • Riverside, CA  
Cortland, NY • Wheaton, IL • Sarasota, FL • Houston, TX • Windsor, CT • Waltham, MA



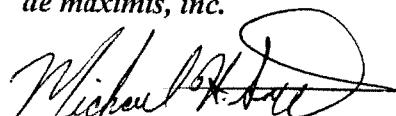
*de maximis*

Invoice for Funds-Flowserv/Duriron  
Cash Call, 3<sup>rd</sup> Quarter 2009  
North Sanitary Landfill (a.k.a. Valleycrest) Site  
July 22, 2009  
Page 2 of 2

Be advised that this assessment is due and payable upon receipt. **Payment is due no later than August 21, 2009.**

If there are any questions concerning this matter, please do not hesitate to contact me at (865) 691-052 or Mike Percival at (706) 467-3362. Thank you.

Sincerely,  
*de maximis, inc.*



Michael H. Samples  
Alternate Project Coordinator

MHS/dlb

Enclosure

cc: Vince Stamp  
Mike Percival

de maximis, inc.

450 Montbrook Lane  
Knoxville, TN 37919  
(865) 691-5052  
(865) 691-6485 FAX  
(865) 691-9835 ACCT. FAX

**INVOICE**

(PAYMENT DUE WITHIN 30 DAYS)

VIA OVERNIGHT COURIER

October 28, 2009

**RECEIVED**

OCT 29 2009

Flowserv Corporation  
Legal Department

Robert L. Roberts, Jr.  
Associate General Counsel  
Flowserve Corporation  
5215 N. O'Connor Blvd., Suite 2300  
Irving, TX 75039

**Reference:** Invoice for Funds  
Cash Call, 4<sup>th</sup> Quarter 2009  
North Sanitary Landfill (a.k.a. Valleycrest) Site

Dear Mr. Roberts:

Pursuant to Paragraph 5 of the Valleycrest Landfill Site Group Participation Agreement ("Agreement") for funding of expenses associated with implementation of work at the Valleycrest Landfill Site ("Site"), this letter serves as an invoice for the amount listed below. This assessment is consistent with the October 28, 2009 Final Total Project Forecast Summary and Assessment Funding Projection. The intent of this assessment is to supplement the Group's Fund and cover the expenses associated with activities at the Site through 4<sup>th</sup> quarter 2009.

VLSG Member Share = 10,085.00

**PLEASE PAY THIS AMOUNT** = **\$10,085.00**

Please send a check in the above amount, made payable to:

Valleycrest Landfill Site Group RI/FS Fund  
c/o *de maximis, inc.*  
1041 Parrott's Cove Road  
Greensboro, GA 30642

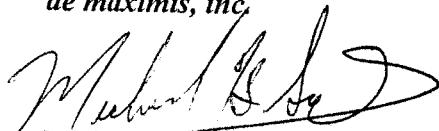
*de maximis*

Invoice for Funds-Flowserv/Duriron  
Cash Call, 4<sup>th</sup> Quarter 2009  
North Sanitary Landfill (a.k.a. Valleycrest) Site  
October 28, 2009  
Page 2 of 2

Be advised that this assessment is due and payable upon receipt. **Payment is due no later than November 28, 2009.**

If there are any questions concerning this matter, please do not hesitate to contact me at (865) 691-052 or Mike Percival at (706) 467-3362. Thank you.

Sincerely,  
*de maximis, inc.*



Michael H. Samples  
Alternate Project Coordinator

MHS/dlb

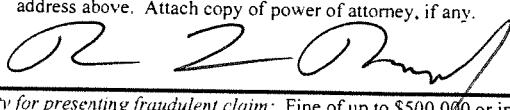
Enclosure

cc: Vince Stamp  
Mike Percival



**COPY**

B 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor: <b>MOTORS LIQUIDATION COMPANY F/K/A GENERAL MOTORS CORPORATION</b>	Case Number: <b>09-50026 (REG)</b>	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>Flowserve Corporation f/k/a The Duriron Company</b>	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.	
Name and address where notices should be sent:  Jeffrey G. Hamilton, Jackson Walker L.L.P. 901 Main Street, Suite 6000, Dallas, TX 75202	Court Claim Number: _____ (If known)	
Telephone number: (214) 953-6000	Filed on: _____	
Name and address where payment should be sent (if different from above):  Robert L. Roberts, Jr., Vice President, Global Litigation Counsel Flowserve Corporation, 5215 N. O'Connor Blvd., Suite 2300, Irving, Texas 75039	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number: (972) 443-6537	<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>33,178.84</u>	<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.</b>	
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.	Specify the priority of the claim.	
If all or part of your claim is entitled to priority, complete item 5.	<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).	
<input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.	<input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4).	
<b>2. Basis for Claim:</b> <u>Breach of Contract *</u> (See instruction #2 on reverse side.)	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).	
<b>3. Last four digits of any number by which creditor identifies debtor:</b> _____	<input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).	
<b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a on reverse side.)	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).	
<b>4. Secured Claim</b> (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(__).	
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____	<b>Amount entitled to priority:</b> \$ _____	
Value of Property: \$ _____ Annual Interest Rate %		
Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____		
Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
<b>6. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
<b>7. Documents:</b> Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)		
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.		
If the documents are not available, please explain: _____		
Date: <u>11/20/09</u>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number for service of notice address above. Attach copy of power of attorney, if any.	
 <b>ROBERT L. ROBERTS</b> Vice President Global Litigation Counsel Flowserve Corporation		FOR COURT USE ONLY
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.		

\* See attached Exhibit A

\*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

**Exhibit A**

Flowserv Corporation f/k/a The Duriron Company ("Flowserv") entered into a certain Settlement Agreement ("Settlement Agreement") with General Motors Corporation ("Debtor") dated March 2, 2001. A copy of the Settlement Agreement is attached hereto as Exhibit A-1.

Pursuant to the terms of the Settlement Agreement, Debtor was to assume all liabilities of Flowserv related to the Cardington Road Landfill. Pursuant to the Site Participation Agreement ("Site Participation Agreement") dated March 15, 1996, Flowserv's percentage of costs for the Cardington Road Landfill Site remediation is 0.6451%. A copy of the Site Participation Agreement is attached hereto as Exhibit A-2.

Debtor has breached the terms of the Settlement Agreement by failing to pay amounts due under the terms of the Settlement Agreement. Debtor's breach of the Settlement Agreement has caused and will cause damages to Flowserv. The estimated cost for the completion of the Cardington Road Landfill Site remediation from 2009 going forward is \$5,143,209.00. See spreadsheet entitled Cardington Road Post Closure Operations and Maintenance Estimated Cost Schedule attached hereto as Exhibit A-3. Applying Flowserv's percentage of costs as set out in the Site Participation Agreement to the future costs of remediation for the Cardington Road Landfill, results in a damage valuation of \$33,178.84.

Accordingly, Flowserv's damages for Debtor's breach of contract are \$33,178.84 plus interest, costs, and attorneys' fees.

Flowserv reserves the right to amend this Proof of Claim if additional information becomes available.

**SETTLEMENT AGREEMENT**

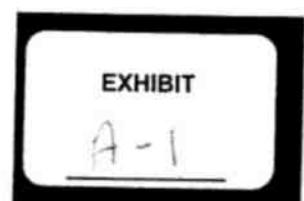
This Agreement is made and entered into on this \_\_\_\_ day of March 2001, by and among General Motors Corporation ("GM") and Flowserve Corporation (f/k/a The Duriron Company, Inc.) ("FLOWSERVE - DURIRON").

**RECITALS**

WHEREAS, GM and FLOWSERVE - DURIRON (as alleged successor in interest to the The Duriron Company, Inc. have been identified as parties that may have liability under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601, et seq. ("CERCLA"), the Ohio Hazardous Waste Management Act, as amended, ORC §§ 3734 et seq. ("Ohio Superfund"), and other legal authorities in connection with the alleged arrangement for disposal of substances that are or may be regulated by any federal, state or local statute, rule, regulation, or decision of any administrative agency or court, including, without limitation, CERCLA and Ohio Superfund ("Hazardous Substances"), at and from the Cardington Road/Sanitary Landfill Company Superfund Site in Moraine, Ohio (the "Cardington Road Site") including any contiguous off-site areas impacted by the Cardington Road Site; and

WHEREAS, GM and FLOWSERVE - DURIRON and other parties have previously funded certain environmental response activities required at the Cardington Road Site, where remedial construction has been completed and long-term operation and maintenance have begun; and

WHEREAS, GM and FLOWSERVE - DURIRON believe that, to the extent provided by this Agreement, it is in their mutual best interests to resolve current and potential litigation and to reach agreement between themselves with regard to certain responsibilities and potential liabilities relating to the Cardington Road Site, as more specifically defined below; and



WHEREAS, GM and FLOWSERVE - DURIRON acknowledge and agree that the terms of this Agreement represent a good-faith settlement and compromise of disputed claims with respect to the matters addressed herein, negotiated at arms-length, and that this settlement represents a fair, reasonable, and equitable resolution of the matters among the parties hereto.

NOW, THEREFORE, in consideration of the foregoing and the mutual undertakings set forth in this Agreement, and other good and valuable consideration contained herein, the parties hereto represent, warrant, and agree as follows:

### OBLIGATIONS

1. Covered Matters. This Agreement addresses and settles those liabilities and potential liabilities collectively referred to hereinafter as "Covered Matters" and defined as follows:
  - a. All liabilities, remedies, claims, duties, obligations, costs (including any claim for past or future costs), or penalties that FLOWSERVE - DURIRON and/or GM may or could have with respect to environmental conditions at, emanating from, or related to the Cardington Road Site, as defined herein, and which liabilities, remedies, claims, duties, obligations, costs (including any claim for past or future costs), or penalties are created under or by CERCLA, Ohio Superfund, the Resource Conservation and Recovery Act; 42 U.S.C. §§ 6901, et seq. ("RCRA"), or any other similar or remedial federal, state, or local statute, rule, or common law.
  - b. Notwithstanding the above, this definition of "Covered Matters" does not include any claims for natural resource damages that may be brought pursuant to statute by a federal natural resources trustee or designee, or their assignees, or any toxic tort claims relating to the Cardington Road Site.

2. Site Definition. The Cardington Road Site means the former landfill located at 1855 Cardington road in Moraine, Ohio (also known as the Sanitary Landfill Company site), being approximately 50 acres in size, but also including any and all contiguous off-site areas impacted by the landfill, as placed on the CERCLA National Priorities List ("NPL) by the United States Environmental Protection Agency ("EPA).

3. Release of FLOWSERVE - DURIRON. GM and its successors and assigns hereby release and forever discharge FLOWSERVE - DURIRON and its shareholders, officers, directors, employees, agents, successors and assigns, of and from any and all actions, courses of action, suits, sums of money, accounts, reckonings, bills, covenants, controversies, agreements, obligations, liabilities, damages, claims, debts, losses, expenses, or demands which GM ever had, now has, or hereafter can, shall, or may have against FLOWSERVE - DURIRON with respect to Covered Matters, except for rights granted by this Agreement.

4. Indemnification of FLOWSERVE - DURIRON. GM hereby agrees to protect, defend, indemnify, and save harmless FLOWSERVE - DURIRON from and against all Covered Matters and all claims, demands, and actions relating to Covered Matters. GM shall have the right and duty to defend any order, claim, or suit brought against FLOWSERVE - DURIRON for Covered Matters, even if one or more of the allegations of the order, claim, or suit are groundless, false or fraudulent, and GM may make such investigation and settlement of any order, claim, or suit as GM deems expedient. Other than those previously disclosed to GM, FLOWSERVE - DURIRON hereby acknowledges and certifies that it knows of no currently pending actions, causes of action, suits, controversies, agreements, obligations, liabilities, damages, claims, debts, losses, expenses, or demands against FLOWSERVE - DURIRON and relating to Covered Matters.

5. Payment by FLOWSERVE - DURIRON. In consideration for the obligations undertaken by GM pursuant to the terms of this Agreement, FLOWSERVE - DURIRON hereby agrees to pay to GM a cash amount of Twenty-Four Thousand Five Hundred Seventy Eight

Dollars (\$24,578.00) (the "Cash Amount"). It is the intent of GM and FLOWSERVE - DURIRON that in return for the total of the Cash Amount being paid by or on behalf of FLOWSERVE - DURIRON to GM, then GM forever releases, indemnifies, defends, protects, and replaces FLOWSERVE - DURIRON with respect to all Covered Matters for the Cardington road site as provided by the terms of this Agreement.

6. GM's Activities. GM will continue, individually or together with other parties, to carry out operation and maintenance activities at the Cardington Road Site. If it chooses to do so, GM may notify EPA and the Ohio Environmental Protection Agency ("OEPA") of the existence and effect of this Agreement, and that FLOWSERVE - DURIRON has paid for and extinguished its potential liabilities associated with the Cardington Road Site.

7. Assignment by FLOWSERVE - DURIRON. FLOWSERVE - DURIRON hereby assigns to GM all claims and demands of every kind and nature that FLOWSERVE - DURIRON may possess with respect to Covered Matters against each and every other person, entity, and potentially liable party at and for the Cardington Road Site. However, this reference to potentially liable parties is not intended to include any insurance carrier of FLOWSERVE - DURIRON, pursuant to Paragraph 17 below. FLOWSERVE - DURIRON agrees to execute any additional documents that GM may reasonably request to give full force and effect to these assignments.

8. Release of GM. FLOWSERVE - DURIRON and its successors and assigns hereby release and forever discharge GM and its shareholders, officers, directors, employees, agents, successors and assigns, of and from any and all actions, causes of action, suits, sums of money, accounts, reckonings, bills, covenants, controversies, agreements, obligations, liabilities, damages, claims, debts, losses, expenses, or demands which FLOWSERVE - DURIRON ever had, now has, or hereafter can, shall, or may have against GM with respect to Covered Matters, except for rights granted by this Agreement.

9. Transmittal of Claims. FLOWSERVE - DURIRON will notify GM by fax and/or express delivery of the existence of any claim, demand, order, notice, summons, or other process received hereafter by FLOWSERVE - DURIRON regarding any Covered Matters, as follows:

- a. If a response is required within thirty (30) days of receipt, FLOWSERVE - DURIRON shall provide GM with written notice not later than ten (10) calendar days prior to any such response deadline for the claim, demand, order, notice, summons, or other process received by FLOWSERVE - DURIRON, provided, however, that FLOWSERVE - DURIRON itself received such claim, demand, order, notice, summons, or other process more than ten (10) days prior to such response deadline to allow for timely compliance with this Paragraph 9.a.
- b. If FLOWSERVE - DURIRON's receipt thereof is less than ten (10) days prior to the deadline for response, then FLOWSERVE - DURIRON shall seek a thirty (30)-day extension for response and shall provide a copy of the claim, demand, order, notice, summons, or other process and an acknowledgment of the thirty (30)-day extension to GM not later than ten (10) days prior to the extended deadline for response.
- c. Such notice and copies of whatever was received by FLOWSERVE - DURIRON shall be sent to GM in conformance with the notice provision set forth at paragraph 21 below.
- d. GM shall promptly notify FLOWSERVE - DURIRON that it has assumed the defense of any matter so forwarded to it by FLOWSERVE - DURIRON and covered by this Agreement. GM will then proceed to defend said claim, demand, order, notice, summons, or other process pursuant to this Agreement.

- e. If necessary and if reasonably requested by GM, FLOWSERVE - DURIRON shall reasonably cooperate in responding to discovery, allocation and information requests arising from many claim, demand, order, notice, summons, or other process sent to FLOWSERVE - DURIRON and for which GM has assumed the defense pursuant to this Agreement.
- f. The failure of FLOWSERVE - DURIRON to abide strictly by the notice provisions contained herein does not excuse GM's obligations of indemnity or defense, except to the extent that actual and substantial prejudice to GM is documented.

#### **MISCELLANEOUS**

10. No Third-Party Beneficiaries. The rights and obligations created under this Agreement shall inure solely to the benefit of the persons and entities specifically referred to as the parties to this Agreement. Nothing herein shall create, extinguish, or in any manner alter or affect the rights or duties of any third parties not parties to, or not in privity with the parties to, this Agreement.

11. Bankruptcy. Upon any future bankruptcy filing by GM, or by FLOWSERVE - DURIRON, respectively, performance of the defense, indemnity, payment, and any and all other obligations, duties and actions of the bankrupt party pursuant to this Agreement shall to the extent possible be deemed to have the priority status of administrative expenses pursuant to 11 U.S.C. Sections 503(b) and 507(a)(1). Upon the confirmation of a plan of bankruptcy reorganization for the bankrupt party, the reorganized party or any post-confirmation successor entity shall be bound by all duties created for said bankrupt party by this Agreement. The terms, benefits, and obligations of this Agreement for GM or for FLOWSERVE - DURIRON, respectively, shall not be terminated, modified, or discharged by any Chapter 11 bankruptcy

resolution, and any plan of reorganization that may ever be proposed by GM or by FLOWSERVE - DURIRON respectively, in the future shall so provide.

12. Applicable Law. This agreement shall be interpreted and enforced according to the laws of the State of Ohio.

13. Execution of Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. No Admission of Liability. The execution of this Agreement shall not, under any circumstances, be construed as an admission by FLOWSERVE - DURIRON or GM of any fact or liability with respect to the Cardington Road Site, or with respect to any waste containing or constituting Hazardous Substances allegedly contributed to the site. This Agreement shall not constitute or be used as evidence, as an admission of any liability or fact, or as a concession of any question of law by the parties hereto, nor shall it be admissible in any proceeding except in an action to seek the enforcement of any terms of this Agreement.

15. Successors and Assigns Included as Parties. Wherever in this Agreement either GM or FLOWSERVE - DURIRON is named or referred to, the legal representatives, successors, and permitted assigns of such party shall bind and inure to the benefit of the respective successors and permitted assigns, whether so express or not.

16. Assignment. GM may not assign its rights, duties, or obligations under this Agreement to any other person or entity without the express, written, and advance permission of FLOWSERVE - DURIRON, which permission may be withheld by FLOWSERVE - DURIRON in its sole and exclusive discretion.

17. Insurance. GM and FLOWSERVE - DURIRON do not hereby make any agreement or take any action that will prejudice them with regard to, nor transfer their respective rights concerning, their respective third-party insurance claims, coverages or recoveries.

18. Headings. The headings contained in this Agreement are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

19. Modification. Neither this Agreement, nor any provisions hereof, may be changed, waived, discharged, or terminated orally, but only by instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

20. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto among themselves as to the Covered Matters. As between FLOWSERVE - DURIRON and GM, any prior agreements as to Covered Matters are hereby canceled or superceded by this Agreement to the extent that they may be inconsistent herewith, including without limitation any Consent Decree duties entered into by FLOWSERVE - DURIRON for the Cardington Road Site, and that certain Site Participation Agreement for the Cardington Road Site entered into by and among GM, FLOWSERVE - DURIRON, and certain other parties, dated March 15, 1996.

21. Notice Procedure. Notices required or otherwise given under this Agreement shall be directed as follows:

To GM:                   Don A. Schiemann, Esq.  
                                 General Motors Corporation - Legal Staff  
                                 MC 482-C24-D24  
                                 300 Renaissance Center  
                                 P.O. Box 300  
                                 Detroit, MI 48265-3000  
                                 Tel: (313) 665-4885  
                                 Fax: (313) 665-4896

To FLOWSERVE - DURIRON:  
                                 Robert L. Roberts, Jr.  
                                 Flowserve Corporation  
                                 222 West Las Colinas Blvd.  
                                 Suite 1500  
                                 Irving, TX 75039  
                                 Tel: (972) 443-6537  
                                 Fax: (972) 443-6837  
                                 e-mail: rroberts@flowserve.com

All notices or demands required or permitted under this Agreement shall be in writing and shall be effective if sent by express delivery or by registered or certified mail, postage prepaid and return receipt requested. Notices shall be deemed received at the time delivered. Any party may also give notice by facsimile transmission, which shall be effective upon confirmation by the party sending the notice that such facsimile transmission has been received by the party to whom the notice has been addressed. Nothing in this Paragraph 21 shall prevent the giving of notice in such manner as prescribed by the Federal Rules of Civil Procedure for the service of legal process. Either party may change its address by giving written notice thereof to the other party to this Agreement.

24. Remedies and Attorneys' Fees. In any action brought by a party hereto for breach of this Agreement or to enforce the rights and obligations of this Agreement, the prevailing party shall be entitled also to recover its reasonable attorney's fees. Equitable and injunctive relief shall also be available to either party hereto upon breach of this Agreement by the other party.

25. Authorization. Each of the signatories signing below on behalf of his or her respective party to this Agreement represents that he or she is fully authorized to sign on behalf of that party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date appearing above and last written below.

GENERAL MOTORS CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FLOWSERVE CORPORATION

By: Robert L. Roberts

Name:

**ROBERT L. ROBERTS JR.**  
Associate General Counsel  
Flowserve Corporation

Title:

Date: March 2, 2001

R020701F2

**SITE PARTICIPATION AGREEMENT**

This Agreement is made and is effective as of this 15th day of March, 1996, between and among the entities listed in Appendix A to this Agreement (hereinafter the "Members") whose authorized representatives have executed this Agreement.

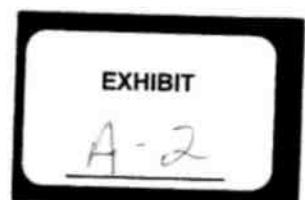
WHEREAS, the Members have entered into a Consent Decree with the United States for performance of Remedial Action and payment of response costs with respect to the Sanitary Landfill Company (IWD) Superfund Site (aka Cardington Road Landfill Site) in Moraine, Ohio (the "Site"), subject to approval by the United States District Court:

WHEREAS, without admitting any fact, responsibility, fault or liability in connection with the Site, the Members wish to perform their obligations under the Consent Decree and share past and future response costs at the Site;

WHEREAS, to perform the Remedial Action, the Members must fund the Cardington Road Custodial Fund ("Custodial Fund"), which Custodial Fund will be established to fund performance of the obligations set forth in the Consent Decree and to organize payments to be made by the Members and others pursuant to the Consent Decree;

WHEREAS, the Members desire to avoid litigation and agree among themselves to pay for past Site-related costs and the funding of the Consent Decree obligations in accordance with this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter made by each Member to the others, it is mutually agreed as follows:



**1. Cardington Road Site Group.**

The Members hereby organize and constitute themselves as the Cardington Road Site Group (hereinafter "Group"). Each Member whose authorized representative has executed this Agreement is a member of the Group.

**2. Purpose and Payments.**

**2.1 Purpose.** It is the purpose of this Agreement that the terms hereof shall control the manner and means by which the Members will undertake to satisfy their obligations pursuant to, and to otherwise comply with, the terms of the Consent Decree, and to share past and future costs at the Site.

**2.2 Payments.** The Members agree to take all reasonably necessary actions to ensure that they comply with the Consent Decree, and agree to fund all costs arising in connection with their undertakings, duties, and obligations pursuant to the Consent Decree and this Agreement, including without limitation:

- (a) funding of the Work in accordance with the Consent Decree;
- (b) payment of sums required by the Custodian pursuant to the Cardington Road Custodial Fund Agreement (the "Custodial Fund Agreement") entered into pursuant to the Consent Decree and this Agreement;
- (c) payment of project management costs, the Governments' oversight costs in accordance with the Consent Decree, any stipulated penalties imposed pursuant to the Consent Decree, administrative costs of the Group, and any other costs necessary to effectuate the purposes of this Agreement, by making payments in accordance with the provisions of Sections 6 and 7 hereof;

- (d) payment of each Member's percentage share, in accordance with Section 6 and Exhibit A, of past costs spent to date for response activities at the Site, with full credit for obligations previously satisfied by such Member under other agreements regarding the Site; and
- (e) costs determined by the Group to be necessary and appropriate to take legal action against non-members, subject to and in accordance with Subsection 4.10 herein.

**2.3 Financial Assurances.** Each Member warrants that it presently has or has the ability to obtain in a timely manner sufficient funds to pay its share of all costs and payments required pursuant to the Consent Decree and to make payments as and when required pursuant to the Consent Decree, the Custodial Fund Agreement and this Agreement.

**2.4 Cooperation.** The Members shall cooperate with each other to effectuate the purposes of this Agreement, shall attempt to make decisions by consensus, and shall attempt to resolve any disputes among them through good faith negotiation.

**3. Organization and Procedures.**

**3.1 Committees.** In order to carry out the purposes of this Agreement, the Members hereby establish two Committees, the Steering Committee and the Technical Committee. Each Member and any individual serving on behalf of any Member, agrees by virtue of such service, to maintain the privileged nature and confidentiality of all communications and proceedings of such committees or subcommittees; such obligation shall continue in the event such individual should leave the employ of or cease to represent such Member.

**3.2 Authority to Decide.** Except as otherwise provided herein, the Members shall act by and through the Steering Committee, provided that the Group reserves to itself the right at any

time directly to authorize action to be undertaken pursuant to this Agreement in accordance with the voting requirements set forth in this Agreement.

**3.3 Meetings.** The Members may authorize or direct actions under this Agreement only at meetings duly held and called for such purpose, which meetings shall be called from time to time as determined necessary by the Steering Committee. Meetings of the Group may be called for any purpose at any time. Meetings may be held by telephone conference.

**3.4 Notice of Meetings.** Reasonable notice of the time, place and purpose of any meeting of the Group shall be timely given to each Member entitled to vote at such meeting.

**3.5 Voting.** Each Member shall have a vote ("Voting Power") as follows:

- (a) Each member shall have a vote weighted in accordance with the percentage share of the Member with respect to the Site as set forth in Appendix A hereto;
- (b) No Member may vote unless that Member has paid all financial contributions assessed, due and owing as of the last assessment made pursuant to this Agreement or the Custodial Fund Agreement prior to such meeting. Any member having an assessment due and owing that remains unpaid at the time of the meeting may vote only upon payment of the full assessment and any penalties prior to the voting process; and
- (c) Unless otherwise specified herein, all issues shall be decided by a majority of the voting power of the Members as defined in this section.

**3.6 Voting by Proxy.** A Member eligible to vote at a Group meeting may assign in writing, using the form in Appendix B to this Agreement, its vote (in accordance with Section 3.5 of this Agreement) to another Member eligible to vote at the meeting.

**3.7 Quorum.** Fifty percent (50%) of the eligible voting power (as defined in Section 3.5 of this Agreement) and at least four (4) Members of the Group shall be present in person or represented by proxy at any Group meeting.

**4. Steering Committee.**

**4.1 Steering Committee Members.** The Steering Committee shall consist of at least three (3) Members. Any Member may join the Steering Committee.

**4.2 Powers of the Steering Committee.** The Steering Committee shall undertake such activities as the Steering Committee deems necessary and proper to carry out the purposes of this Agreement and the obligations of the Members under the Consent Decree.

**4.3 Shared Costs.** Those activities authorized by the Steering Committee or the Group to be undertaken on behalf of the Group shall be funded by the Members as Shared Costs. These costs include, but are not limited to, payments assessed by the Custodian or the Steering Committee pursuant to Section 6 of this Agreement, administrative costs, common counsel fees and costs, technical costs, and other costs necessary to further the purposes of this Agreement, the Custodial Fund Agreement, and the Consent Decree.

**4.3.1 Past Costs.** Past Costs shall be defined as those costs billed through December 31, 1995 for response activities, responsible party investigations, and similar activities relating to the Site, which amount to \$5,434,489.

**4.4 Reports to the Group and Call for Group Meetings.** The Steering Committee shall periodically report its actions to the Group as may be necessary to keep the Group fully informed of matters covered by this Agreement, and shall call meetings of the Group as

determined necessary by the Steering Committee and refer to such meetings for a vote any matters which in the judgment of the Steering Committee should be referred.

**4.5 Quorum.** Three members of the Steering Committee and at least 50% of the Voting Power shall be present in person or represented by proxy at any Steering Committee meeting.

**4.6 Voting.** All issues shall be decided by a majority of the Voting Power of the Members. A member of the Steering Committee may assign its vote to another member of the Steering Committee to vote at the meeting using the form in Appendix B to this Agreement.

**4.7 Compensation of Steering Committee.** The members of the Steering Committee shall serve as volunteers without compensation from the Group.

**4.8 Call for, and Notice of, Meetings.** The Steering Committee may authorize and direct actions only at meetings duly held and called for such purpose. which meetings shall be regularly called with reasonable notice given. Meetings may be held by telephone conference. The meetings of the Steering Committee shall be open to any Member.

**4.9 Providing Members with Information.** Upon request from any Member. the Steering Committee shall make available to that Member at that Member's expense copies of any reports submitted to or by the Steering Committee in connection with the Work or pursuant to the Custodial Fund Agreement or the Consent Decree.

**4.10 Litigation Against Other Persons.** The Members of the Group other than Tremont Landfill Company and Waste Management of Ohio ("Generator Members") who are on the Steering Committee may recommend to the Group that a claim be asserted on behalf of the Members against other persons who arranged for the disposal of waste at the Site. No such claim

may be asserted by Common Counsel under this Agreement without the consent of a majority of the Voting Power of the Group, excluding the voting power of Tremont Landfill Company, Waste Management of Ohio, Inc., and their successors and assigns who shall not participate in such litigation. Any Member may elect to decline participation in any such suit and may, but need not, in lieu of such participation assign its claims to the other Generator Members. Any Member that does not participate in such litigation shall not fund the costs of or share in any proceeds from such litigation. Tremont Landfill Company, and no other Member, may elect to pursue a claim on behalf of the Members against the owners/operators of the Site. Tremont Landfill Company shall fund the costs of and retain the proceeds of such litigation. Except as expressly provided in this Agreement, nothing in this paragraph shall affect or impair the right of any Member to assert any claim in its own name and right against any person.

**4.10.1 Litigation Recoveries.** Any sums recovered through a settlement or judgment, as a result of the litigation discussed in Section 4.10, shall inure to the benefit of only those Members that funded the litigation under Section 4.10, in proportion to each Member's contribution to such funding. Any funding prior to September 1, 1995, shall be disregarded for purposes of this Section 4.10.1.

## **5. Technical Committee.**

**5.1 Technical Committee Members.** The Technical Committee shall consist of at least two technically qualified representatives of Members who agree to participate actively on the Committee.

**5.2 Powers of the Technical Committee.** The powers and duties of the Technical Committee shall include:

- (a) assisting the Steering Committee in overseeing the activities of any persons retained for the Group in connection with implementation of the Work;
- (b) making recommendations to the Steering Committee concerning issues relating to the implementation of the Work at the Site;
- (c) recommending to the Steering Committee remedial action contractors and an oversight contractor; and
- (d) review of documents and monthly reports prior to submission to EPA.

**5.3 Compensation of Technical Committee Members.** The members of the Technical Committee shall serve as volunteers without compensation from the Group.

**5.4 Call for, and Notice of, Meetings.** The Technical Committee may authorize and direct actions only at meetings duly held and called for such purpose, which meetings shall be regularly called with reasonable notice given. Meetings may be held by telephone conference. The meetings of the Technical Committee shall be open to any Member.

**6. Allocation of Expenses and Credit for Payment.**

**6.1 Past Cost Payments.** Each Member shall pay its share of Past Costs within 30 days of the Court's entry of the Consent Decree, said payment to be equal to the amount shown in Appendix A under the heading "Past Cost Payment." Unless otherwise agreed by a vote of the Group, and except as provided in the next sentence, all payments of Past Costs, all payments by Premium Settling Defendants under the Consent Decree, and all payments by other Consent Decree signatories who have elected to cash out of further response action and response cost liability at the Site, will be appropriately applied against subsequent assessments of NCR Corporation, Bridgestone/Firestone, Inc., and General Motors Corporation. All payments under

the Consent Decree and a separate settlement agreement relating to the Site by the Montgomery County Solid Waste District and its member entities, totaling \$1,000,000.00, shall be credited to each Member of this Agreement in accordance with its percentage share as listed in Appendix A and applied against subsequent assessments of each Member.

**6.2 Payments.** Shared Costs, as defined in Paragraph 4.3 herein, shall be assessed by the Steering Committee or the Custodian in accordance with the percentage shares as set forth in Appendix A. All assessments shall be due and payable within 45 days after receipt of notice thereof unless said notice provides otherwise.

**6.3 Accounting for Funds.** The Steering Committee shall provide to the Members from time to time, and at least annually, informal accountings of monies received, spent, and obligated, and a final accounting upon the termination of the Agreement.

**6.4 Purpose of Funds.** All monies provided by Members pursuant to this Agreement shall be used solely for the purposes of this Agreement and shall not be considered as payment for any fines, penalties, or monetary sanctions. To the extent the Governments assess stipulated penalties, said penalties shall be a Shared Cost and allocated in accordance with Section 6 of this Agreement. Any such penalties shall be paid separately by the Members and shall not be placed in the Custodial Fund.

**7. The Cardington Road Site Custodial Fund.**

**7.1 Establishment of the Custodial Fund.** Each Member shall act to establish the Cardington Road Custodial Fund (“Custodial Fund”) by promptly executing the Custodial Fund Agreement when it is presented in final form.

**7.2 Payments.** Each Member shall periodically fund the Custodial Fund in accordance with Section 6.2.

**7.3 Termination.** The Custodial Fund shall terminate upon termination of the Consent Decree and distribution of the proceeds in the Fund pursuant to the Custodial Fund Agreement, or as agreed by the Members pursuant to this Agreement.

**8. Common Counsel.**

**8.1 Initial Common Counsel.** It is agreed that as of the effective date of this Agreement and until otherwise determined under the provisions of this Agreement, Common Counsel shall be the law firm of Beveridge & Diamond, P.C. Each Member agrees that: (1) it will not claim or assert that, based solely on its past or present representation of a Member, Beveridge & Diamond, P.C. has a conflict of interest in performing legal services authorized by the Steering Committee and relating to the Site; (2) it will not claim or assert that, based solely on Beveridge & Diamond's representation of the Group under the terms of this Agreement, Beveridge & Diamond has a conflict of interest in connection with any representation of any other person or entity in a currently pending matter; and (3) it will not claim or assert that, based solely on Beveridge & Diamond's representation of the Group under the terms of this Agreement, Beveridge & Diamond has a conflict of interest in any future representation of any person or entity unless the subject matter relating to said representation arises out of or its connected to the Cardington Road Site and involves or could involve any facts or information obtained from the Member during the term of this Agreement. Each Member agrees that if this Agreement is terminated, the Member will not raise any objection to or assert any conflict of interest regarding the continued representation by Beveridge & Diamond of any other Members

in connection with any legal services arising out of the Site, including, but not limited to, cost recovery or contribution litigation on behalf of such Members. The terms of this section shall survive the termination of this Agreement.

**8.2 Separate Counsel.** Notwithstanding that the Steering Committee may request Common Counsel to undertake discrete tasks common to the Group effort, each Member reserves the right to select and retain its own counsel to represent such Member on any matter.

**8.3 Waiver of Conflict of Interest.** Upon engagement of common counsel by the Steering Committee other than Initial Common Counsel as designated in Section 4.4, each Member agrees that: (1) it will not claim or assert that, based solely on said counsel's past or present representation of a Member, said counsel has a conflict of interest in performing legal services authorized by the Steering Committee and arising out of the Site, unless the Member notifies the Steering Committee of the claimed conflict within twenty (20) days of receiving notice of intent to hire said counsel; (2) it will not claim or assert that, based solely on said counsel's representation of the Group under the terms of this Agreement, said counsel has a conflict of interest in connection with any representation of any other person or entity in a matter pending as of the date of receiving notice of intent to hire said counsel, unless the Member notifies the Steering Committee of the claimed conflict within twenty (20) days of receiving said notice; (3) it will not claim or assert that, based solely on said counsel's representation of the Group under the terms of this Agreement, said counsel has a conflict of interest in any future representation of any person or entity unless the subject matter relating to said representation arises out of or is connected to the Cardington Road Site and involves or could involve any facts or information obtained from the Member during the term of this Agreement; (4) in the event that

any conflict develops between the performance of work authorized by the Steering Committee by said counsel and the legal services authorized by any Member that has retained that counsel, the Member consents to that counsel's continued performance of the work authorized by the Steering Committee.

**9. Confidentiality.**

**9.1 Shared Information.** From time to time, the Members may elect to disclose or transmit to each other, directly or through common counsel, such information as each Member, counsel or technical consultant retained for the Group deems appropriate for the sole and limited purpose of coordinating activities that are necessary and proper to carry out the purposes of this Agreement. Shared information may be disclosed to or transferred among the Members orally or in writing or by any other appropriate means of communication. The Members intend that no claim of work product privilege or other privilege be waived by reason of participation or cooperation pursuant to this Agreement.

**9.2 Preservation of Privilege.** Information disclosed by the Members to counsel appointed by the Steering Committee to perform specified work may be disclosed to any other Member, and each Member hereby expressly consents to treat such disclosure to it as being for the sole purpose of effectuating the purposes of this Agreement. Such disclosure shall not be deemed a waiver of the attorney-client privilege or work product immunity or any other privilege.

**9.3 Confidentiality of Shared Information.** (a) Each Member agrees that all shared information received from any other Member or its counsel, technical consultant, or common counsel pursuant to this Agreement shall be held in strict confidence by the receiving Member

and by all persons to whom confidential information is revealed by the receiving Member pursuant to this Agreement, and that such information shall be used only in connection with conducting such activities as are necessary and proper to carry out the purposes of this Agreement.

(b) Shared information that is exchanged in written or in document form and is intended to be kept confidential may, but need not, be marked "Confidential" or with a similar legend. If such information becomes the subject of an administrative or judicial order requiring disclosure of such information by a Member, where the information will be unprotected by confidentiality obligations, the Member may satisfy its confidentiality obligations hereunder by notifying the Member that generated the information or, if the information was generated by counsel appointed by the Steering Committee to perform specified work or by a technical consultant, by giving notice to said counsel or consultant and to the Steering Committee:

(c) Each Member shall take all necessary and appropriate measures to ensure that any person who is granted access to any shared information or who participates in work on common projects or who otherwise assists any counsel or technical consultant in connection with this Agreement, is familiar with the terms of this Agreement and complies with such terms as they relate to the duties of such person:

(d) The Members intend by this Section to protect from disclosure all confidential information and documents shared among any Members or between any Member and counsel appointed by the Steering Committee or any technical consultant to the greatest extent permitted by law regardless of whether the sharing occurred before execution of this Agreement and regardless of whether the writing or document is marked "Confidential":

(e) The confidentiality obligations of the Members under this Section shall remain in full force and effect, without regard to whether actions arising out of the Site are terminated by final judgment, and shall survive the termination of this Agreement. The provisions of this Section shall not apply to information which is now or hereafter becomes public knowledge without violation of this Agreement, or which is sought and obtained from a Member pursuant to applicable discovery procedures and not otherwise protected from disclosure.

10. **Denial of Liability.** This Agreement shall not constitute, be interpreted, construed or used as evidence of any admission of liability, law or fact, a waiver of any right or defense, nor an estoppel against any Member, by Members as among themselves or by any other person not a Member. However, nothing in this Section 10 is intended or should be construed to limit, bar, or otherwise impede the enforcement of any term or condition of this Agreement against any party to this Agreement.

11. **Insurance.** The Members do not intend hereby to make any agreement that will prejudice any Member with respect to its insurers and, by entering into this Agreement, anticipate that the actions taken pursuant to this Agreement will benefit such insurers.

12. **Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the Members. No assignment or delegation of the obligation to make any payment or reimbursement hereunder will release the assigning Member without the prior written consent of the Steering Committee.

13. **Allocation in the Event of Default.** The Steering Committee shall have the authority to declare any Member to be in default under this Agreement where said Member has failed to satisfy any financial obligation in a timely manner after written notice has been provided to the

alleged defaulting Member. The unpaid balance of any defaulting Member's share may be assessed by the Steering Committee against the other Members hereto (without waiving any rights such Members may have against the defaulting Member or its successors or assigns) in the same proportion as the other Members would have been obligated to pay if the defaulting Member had not been a signatory to this Agreement.

**14. Advice of Counsel.** No Member, or representative or counsel for any Member, has acted as counsel for any other Member with respect to such Member entering into this Agreement, except as expressly engaged by such Member with respect to this Agreement, and each Member represents that it has sought and obtained any appropriate legal advice it deems necessary prior to entering into this Agreement.

No Member or its representative serving on any committee or subcommittee shall act as legal counsel or legal representative of any other Member, unless expressly retained by such Member for such purpose, and except for such express retention, no attorney/client relationship or fiduciary relationship is intended to be created between representatives on the Steering Committee or Technical Committee and the Members.

**15. Waiver and Release of Liability.**

**15.1 Waiver and Release.** No Member or its representative serving on any committee or subcommittee shall be liable to any Member for any claim, demand, liability, cost, expense, legal fee, penalty, loss or judgment incurred or arising as a result of any acts or omissions taken or made pursuant to this Agreement. However, nothing in this Paragraph shall constitute a waiver or release of any contribution or indemnification claim or potential claim by one Member

against any other Member which is reserved within the scope of the Consent Decree or made pursuant to any future contract entered into by any Member outside this Agreement.

**15.2 Survival.** This Section 15 shall survive the termination of this Agreement.

**16. Indemnification.**

**16.1 Indemnification.** Each Member agrees to indemnify, defend and hold harmless any member and its representative(s) from and against any claim, demand, liability, cost, expense, legal fee, penalty, loss or judgment (collectively "liability") which in any way relates to the good-faith performance of any duties under this Agreement by any Member or its representative(s) on behalf of the Steering Committee, Technical Committee, or the Group, including, but not limited to, any liability arising from any contract, agreement or instructions to the Custodian signed by the Member or its representative(s) at the request of the Steering Committee or the Group. This indemnification shall not apply to any liability arising from a criminal proceeding where the Member or its representative(s) had reasonable cause to believe that the conduct in question was unlawful. However, nothing in this Paragraph shall constitute a waiver or release of any contribution or indemnification claim or potential claim by a Member which is reserved within the Consent Decree or made pursuant to any future contract entered into by any Member outside this Agreement.

**16.2 Montgomery County Solid Waste District.** Each Member agrees to indemnify the Montgomery County Solid Waste District and its member entities (collectively the "MCSWD") for or from any and all claims, demands, causes of action, liabilities, suits, and judgements under Sections 107 or 113 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9607 and 9613, or Sections 7002 or 7003 of the

Resource Conservation and Recovery Act, 42 U.S.C. §§ 6972 and 6973, arising from or relating to the Site. This indemnification is in consideration of a payment by the MCSWD of \$1,000,000 to settle its response liability at the Site. In accordance with Section 6.1 hereof, each Member will benefit from the MCSWD payment in proportion to its percentage set forth in Appendix A.

**16.3 Shared Cost.** Payments under this section shall be a Shared Cost in accordance with Section 4.3 hereof, and shall be allocated among the Members.

**16.4 Survival.** This Section 16 shall survive the termination of this Agreement.

**17. Covenant Not To Sue.**

**17.1 Covenant.** In consideration of the mutual undertakings in this Agreement, each Member covenants not to sue the other Members or their officers, directors, shareholders, subsidiaries, affiliates, employees or agents with respect to any claims or liability under any provision of law or past or present contract (other than this Agreement) concerning "matters addressed" in the Consent Decree, as that term is defined in Paragraph 90 of the Consent Decree, except for any claims relating to the enforcement of this Agreement or any claims among the Members expressly reserved pursuant to the Consent Decree. The Members expressly reserve the right, jointly and severally, to take such actions as may be necessary to collect or compel the payment by any other Member of any amounts due and payable pursuant to this Agreement, the Custodial Fund Agreement, or the Consent Decree. Until this Agreement is amended to provide otherwise, the Members expressly reserve, jointly and severally, all claims or causes of action among the Members that are outside the scope of the covenant not to sue in this Paragraph 17.1, notwithstanding any language in Paragraph 88 of the Consent Decree to the contrary. The Members agree not to raise Paragraph 88 of the Consent Decree as a defense to any claim or

action among any of the Members regarding matters outside the scope of the covenant not to sue set forth in this Paragraph 17.1.

**17.2 Survival.** This Section 17 shall survive the termination of this Agreement.

**18. Notice.** All notices, bills, invoices, reports, and other communications with a Member shall be sent to the representative designated by the member of said Member's signature page of this Agreement. Each Member shall have the right to change its representative upon written notice to the Chairperson of the Steering Committee.

**19. New Members.** A person or entity that becomes a Member by execution of this Agreement subsequent to the effective date of this Agreement shall be deemed a Member ab initio and will make all payments which it would have been required to make had it been a Member ab initio, in proportion to the Members' Percentage as determined by the transactional database developed by the Cardington Road Coalition, except that the Members, through the Steering Committee may, for good cause, impose different terms and conditions upon any person or entity seeking to enter this Agreement after its effective date.

**20. Effective Date.** The effective date of this Agreement shall be the date first stated above.

**21. Termination.** This Agreement shall terminate at the time that the United States District Court for the Southern District of Ohio rejects or otherwise declines to enter the Consent Decree or when the Consent Decree terminates.

**22. Excess Funds.** If, after termination of this Agreement and payment of all administrative costs and consent decree expenses, a positive balance remains in the Custodial Fund, the balance will be distributed to each Member in proportion to the percentages listed in Appendix A. At such time, any Member who has contributed more than its percentage share will receive an

amount equal to this overpayment before a distribution to the Members is calculated. Any Member who is in default under Section 13 shall not receive any distribution under this provision.

**23. Amendments.** This Agreement may be amended only by a vote of at least two-thirds of the Voting Power of the Members present in person or by proxy at a Group meetings called for the purpose of considering such an amendment. However, Section 3.5, 4.10, 6.2, 9, 13, and 23 of this Agreement may be amended only by a unanimous vote of 100% of the Voting Power of the Members. In any event, the provisions of Sections 15, 16, 17 and 23 cannot be amended to limit the effect of Sections 15, 16 or 17 with respect to acts or omissions taken or made prior to such amendment.

**24. Separability.** If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

**25. Entire Agreement.**

**25.1** This Agreement constitutes the entire understanding of the Members with respect to its subject matter and supersedes any previous written or oral agreements entered into with respect to the Cardington Road Site.

**25.2** Notwithstanding Paragraph 25.1 above, nothing herein prevents or is intended to prevent some of the Members hereto from agreeing to reallocate between or among themselves, on a basis other than as provided in this Agreement, the costs required to be paid by each of those Members under the terms of this Agreement. Similarly, this Agreement does not supersede and is not intended to supersede any existing agreements allocating among some of the Members to

this Agreement on a basis other than as provided in this Agreement, the costs required to be paid by each of those Members under the terms of this Agreement.

26. **Applicable Law.** For purposes of enforcement or interpretation of the provisions of the Agreement, the Members agree that the laws of the State of Ohio shall be applicable, and further agree not to contest personal jurisdiction in the State or Federal Court of Ohio with respect to litigation brought for such purposes.

27. **Separate Documents.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

28. **Nature of Agreement.** Nothing herein shall be deemed to create a partnership or joint venture and/or principal and agent relationship between or among the Members.

APPENDIX A

Member	Share of Total Site Costs	Past Cost Payment
Tremont Landfill Co.	40.00000%	\$0
Waste Management of Ohio, Inc.	6.00000%	\$326,069.34
Duriron	.6451%	\$35,059.95
TRW, Inc.	.4925%	\$26,766.71
Manchester Tank Equipment	.2229%	\$12,117.06
Danis Industries Corp.	.6064%	\$32,953.85
<b>Subtotal</b>	<b>47.9669%</b>	<b>\$432,966.91</b>
General Motors, NCR, <sup>37.66%</sup> Bridgestone/Firestone <sup>8.53%</sup> <sub>5.84%</sub>	52.0331%	\$0
<b>Total</b>	<b>100%</b>	<b>\$432,966.91</b>

APPENDIX B

Cardington Road Site Group Proxy

I, the duly authorized representative of \_\_\_\_\_, (hereinafter the  
"Member") do hereby grant the Proxy of the Member to \_\_\_\_\_ for the  
\_\_\_\_\_ meeting to be held on the \_\_\_\_ day of \_\_\_\_\_;  
\_\_\_\_\_ is hereby authorized and empowered to vote for said Member and in said  
Member's name and stead at such meeting (and at any adjournment thereof) on any issue, except  
for those issues listed below, put to a vote in accordance with the Cardington Road Site  
Participation Agreement. For those issues noted below, \_\_\_\_\_ has no  
authority on behalf of the Member and must abstain from voting on the Member's behalf.

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

On Behalf Of: \_\_\_\_\_  
(Company/Entity Name)

Date Signed: \_\_\_\_\_

Issues for which this proxy is not granted:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Signature: Gregory L. McCann  
Name: Gregory L. McCann  
Vice President, General Counsel and Secretary  
Title/Position: \_\_\_\_\_  
On Behalf Of: DANIS INDUSTRIES CORPORATION  
(Company/Entity Name)  
Date Signed: March 13, 1996

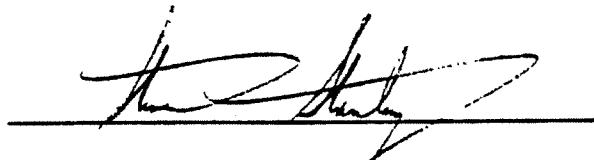
Designated Representative for Receipt of Notices and Invoices:

Name: Gregory L. McCann  
Vice President, General Counsel and Secretary  
Address: Danis Industries Corporation  
2 Riverplace, Suite 400  
Dayton, OH 45405  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. 513-228-1225  
Facsimile No. 513-228-1217

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Signature:



Name:

Steven B. Stanley

Title/Position:

Vice President

On Behalf Of:

Tremont Landfill Company

(Company/Entity Name)

Date Signed:

3/13/96

Designated Representative for Receipt of Notices and Invoices:

Name: Gregory L. McCann - Secretary

Tremont Landfill Company

Address: 2 Riverplace, Suite 400

Dayton, OH 45405

Telephone No. 513/228-1225

Facsimile No. 513/228-1217

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Signature: 

Name: L. DeWayne Layfield

Title/Position: Senior Counsel--Litigation

On Behalf Of: Bridgestone/Firestone, Inc.  
(Company/Entity Name)

Date Signed: March 13, 1996

Designated Representative for Receipt of Notices and Invoices:

Name: L. DeWayne Layfield

Bridgestone/Firestone, Inc.

Address: 3000 One Shell Plaza - 910 Louisiana Room 2929  
Houston, Texas 77002-4995

Telephone No. (713) 222-0382

Facsimile No. (713) 229-1522

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Signature: David B. Goldston

Name: David B. Goldston

Title/Position: Assistant Secretary, TRW Inc.

On Behalf Of: TRW Inc.  
(Company/Entity Name)

Date Signed: March 13, 1996

**Designated Representative for Receipt of Notices and Invoices:**

Name: F. David Trickey

Senior Counsel

Address: TRW Inc.

1900 Richmond Road

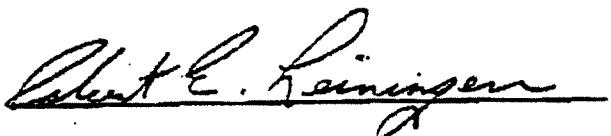
Cleveland, OH 44124

Telephone No. 216.291.7359

Facsimile No. 216.291.7874 or 7070

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Signature:



Name:

Robert E. Leininger

Title/Position:

Senior Environmental Counsel

On Behalf Of:

Waste Management of Ohio, Inc.

(Company/Entity Name)

Date Signed:

3/13/96

Designated Representative for Receipt of Notices and Invoices:

Name:

Robert E. Leininger

Senior Environmental Counsel

Address:

17250 Newburgh Road, Suite 100

Livonia, MI 48152

Telephone No.

(313) 462-6900

Facsimile No.

(313) 462-6286

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Signature: Robert L. Roberts

Name: ROBERT L. ROBERTS

Title/Position: ASSOCIATE COUNSEL

On Behalf Of: THE DURIRON COMPANY, INC.  
(Company/Entity Name)

Date Signed: MARCH 14, 1996

Designated Representative for Receipt of Notices and Invoices:

Name: ROBERT L. ROBERTS, JR.

ASSOCIATE COUNSEL

Address: THE DURIRON CO., INC.

P. O. Box 8820

DALTON, OHIO 45401-8820

Telephone No. (513) 476-6139

Facsimile No. (513) 476-6204 OR 6256

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Signature:

Don A. Schiemann

Name:

Don A. Schiemann

Title/Position:

Attorney

On Behalf Of: General Motors Corporation

(Company/Entity Name)

Date Signed: March 15, 1996

Designated Representative for Receipt of Notices and Invoices:

Name: Don A. Schiemann, Esq.

General Motors Corporation

Address: 3044 West Grand Boulevard

MC # 482-112-149

Detroit, MI 48202

Telephone No. (313) 556-2175

Facsimile No. (313) 974-5467

03/20/96 WED 12:38 PAX 202 789 6190

BEVRIDGEADLAMND

022

IN WITNESS WHEREOF, the Members hereeto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Signature:



Name:

DAVID D. REISCHWEILER

Title/Position: Environmental Director

On Behalf Of: Manchester Tank & Equipment Co.  
(Company/Entity Name) For Buckeye Boiler

Date Signed:

3/20/96

Designated Representative for Receipt of Notices and Invoices:

Name: DAVID D. REISCHWEILER

Environmental Director

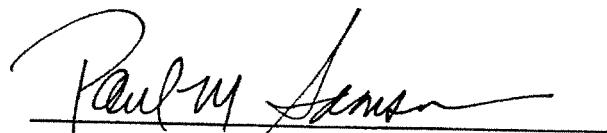
Address: Manchester Tank & Equipment Co.  
1749 Mallory Ln., Suite 400  
Brentwood, TN 37027

Telephone No. 615-370-6124

Faximile No. 615-370-6285

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Signature:



Name:

Paul M. Samson

Title/Position:

Attorney

On Behalf Of:

NCR Corporation

(Company/Entity Name)

Date Signed:

November 5, 1996

Designated Representative for Receipt of Notices and Invoices:

Name: Paul M. Samson

Attorney, Corporate Section

Address: NCR Corporation

101 W. Schantz Avenue, ECD-2

Dayton, OH 45479-0001

Telephone No. 937/445-2908

Facsimile No. 937/445-1933



Line Item	Unit Of Measure	Unit Cost	Quantity	Annual Cost	Equivalent	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Line Item	Unit Of Measure	Unit Cost	Quantity	Annual Cost	Equivalent	9	10	11	12	13	14	15	16	17	18	19
Pneumatic Pump System	Hour	\$1.55	13	\$21.55		\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$220
Air Compressor Blag. Inspection	Hour	\$4.15	13	\$57.15		\$720	\$720	\$720	\$720	\$720	\$720	\$720	\$720	\$720	\$720	\$720
Inspect Compresor/Vehicle	Hour	\$5.55	13	\$71.15		\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550
Inspect Mixture Separator/DRAIN	Hour	\$5.55	13	\$71.15		\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$220
Inspect Dyer	Hour	\$5.55	13	\$71.15		\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$220
Inspect Blag Hauler On-Off	Hour	\$5.55	13	\$71.15		\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$220
Compliance Motor	Years	\$1,000	0.2	\$200		\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200
Dustpan,	Year	\$250	1	\$250		\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250
CH Water Separators	Year	\$60	1	\$60		\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60	\$60
Compressor Valve Replacement	Years	\$400	0.2	\$180		\$180	\$180	\$180	\$180	\$180	\$180	\$180	\$180	\$180	\$180	\$180
Air Line Leaks	Year	\$1,500	1	\$1,500		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Pump Replacement	System	\$1,280	0.2	\$256		\$256	\$256	\$256	\$256	\$256	\$256	\$256	\$256	\$256	\$256	\$256
Compressor Maintenance	Year	\$500	1	\$500		\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
Groundwater Monitoring System	Hour	\$5.55	1	\$5.55		\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110
Inspect Wall Casing	Hour	\$5.55	1	\$5.55		\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110
Record CH4 Concentration	Hour	\$5.55	1	\$5.55		\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110
Record Water Level	Hour	\$5.55	1	\$5.55		\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110
pH Conductivity Measurement	Hour	\$5.55	1.6	\$8.88		\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165
Purge Well	Hour	\$5.55	7.5	\$41.13		\$825	\$825	\$825	\$825	\$825	\$825	\$825	\$825	\$825	\$825	\$825
Collect Samples	Hour	\$110	20	\$2,200		\$4,400	\$4,400	\$4,400	\$4,400	\$4,400	\$4,400	\$4,400	\$4,400	\$4,400	\$4,400	\$4,400
Purge Water Disposal- Non-Hazardous	Gal	\$0.15	1500	\$225		\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450
Misc. Supplies/Gloves, PVC	#s	\$500	1	\$500		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Field Filter	#s	\$250	1	\$250		\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250
Laboratory Analysis	Hour	\$1.50	18	\$21.00		\$55,400	\$55,400	\$55,400	\$55,400	\$55,400	\$55,400	\$55,400	\$55,400	\$55,400	\$55,400	\$55,400
TCL Volatile	#s	\$300	18	\$5,400		\$10,800	\$10,800	\$10,800	\$10,800	\$10,800	\$10,800	\$10,800	\$10,800	\$10,800	\$10,800	\$10,800
Semi-Volatile	#s	\$150	18	\$2,700		\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800
TAL Metal (dissolved)	#s	\$150	18	\$2,700		\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800
TAL Metal (Total)	#s	\$150	18	\$2,700		\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800
Hazardous	#s	\$150	18	\$2,700		\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800
Pesticides	#s	\$150	18	\$2,700		\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800
Container Preparation Forms	Hour	\$55	4	\$220		\$440	\$440	\$440	\$440	\$440	\$440	\$440	\$440	\$440	\$440	\$440
Shipping & Handling	#s	\$500	1	\$500		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Expendable Gas Sampling	Hour	\$50	1	\$50		\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Probe Inspection	Hour	\$1,000	1	\$1,000		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
CH4 Sampling	Hour	\$0.18	1,000	\$180		\$180	\$180	\$180	\$180	\$180	\$180	\$180	\$180	\$180	\$180	\$180
PID Sampling	Hour	\$0.16	1,000	\$160		\$160	\$160	\$160	\$160	\$160	\$160	\$160	\$160	\$160	\$160	\$160
Confidential Data	#s	\$500	1	\$500		\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
Laboratory Analysis	Hour	\$1,000	1	\$1,000		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Load Charge	#s	\$500	1	\$500		\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
Shipping	#s	\$500	1	\$500		\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
Reconditioning	#s	\$500	1	\$500		\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500

EXHIBIT

A-3

Line Item	Unit ID	Measure	Quantity	Estimated Annual Cost	2003	2006	2009	2010	2011	2012	2013	2014	2015	2016	2017	
Cap Repair					\$2,500	\$1	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	
De-Duster		year	\$2,500		\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	
Soil		yr	\$20	250	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	
Soil & Mulch		ace	\$3,000	1.5	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	
Sat. Force		ft	\$10	300	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	
Photographs		ft	\$250	1	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	
<b>Sediment Basin Cleaning</b>																
Basin Dredging		hour	\$130	20	\$2,600											
Sediment Removal		hour	\$130	40	\$5,200											
<b>Report Preparation</b>																
Fuel/Fly Inspection Workforce		hr	\$2,500	4	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	
Groundwater		hr	\$5,000	4	\$20,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	
Explosive Gas		hr	\$1,750	4	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	
Civilians		hr	\$1,500	4	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	
Flare System		hr	\$1,800	4	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	
Project Coordinator		Hour	\$120	100	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	
Other Expenses		hr	\$2,500	1	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	
					Annual Total	\$187,295	\$196,795	\$197,295	\$197,295	\$197,295	\$197,295	\$197,295	\$197,295	\$197,295	\$197,295	
					Cash/Harney	\$18,729.50	\$18,478.50	\$18,729.50	\$18,729.50	\$18,729.50	\$18,729.50	\$18,729.50	\$18,729.50	\$18,729.50	\$18,729.50	
					Total	\$5,574,595	\$217,635	\$314,275	\$317,635	\$321,295	\$314,275	\$317,635	\$314,275	\$317,635	\$314,275	
					20 Year NP Value (@ 7%)	\$2,973,546.61										
					22 Year NP Value (@ 7%)	\$2,422,852										

22 Year NP Value (@ 7%)

\$2,422,852



